



UNIVERSITY OF CENTRAL FLORIDA

Office of the President

REVISED
University of Central Florida
Board of Trustees Meeting
Agenda
September 27, 2017
Millican Hall, 3rd floor, President's Boardroom
8:30 a.m.
800-442-5794, passcode 463796

- | | | | | |
|------|---------------|----------|--|--|
| I. | Call to Order | | | Marcos Marchena
Chairman, Board of Trustees |
| II. | Roll Call | | | Rick Schell
Associate Corporate
Secretary |
| III. | New Business | | | Chairman Marchena |
| | BOT-1 | Approval | Florida Equity Report | Nancy Myers
Director, Office of
Institutional Equity |
| | CL-1 | Approval | Article 3: Management Rights; Article 13: Work Day, Work Period, and Overtime; Article 20: Probationary Periods and Promotions; Article 28: No Smoking Policy; and Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association | John Sprouls, Chair
Compensation and Labor
Committee |
| | FF-1 | Approval | Lease Agreement between Ustler Development, Inc., and Development Ventures Group, Inc., and University of Central Florida Board of Trustees | William F. Merck II
Vice President for
Administration and Finance
and CFO |

Board of Trustees Meeting - Agenda

	FF-2	Approval	Mental Health Counseling And Public Safety Officers Implementation Plan	Merck
	FF-3	Approval	WUCF TV Channel Sharing Agreement	Grant Heston Vice President for Communications and Marketing
IV.	New Business			Chairman Marchena
	BOT-2	Approval	In-State Tuition Eligibility	John C. Hitt President
IV.	Adjournment			Chairman Marchena

ITEM: BOT-1

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Florida Equity Report

DATE: September 27, 2017

PROPOSED BOARD ACTION:

Approval of the Annual Florida Equity Report as required by law.

BACKGROUND INFORMATION:

Florida Board of Governors regulation 2.003 (5) and (7), Equity and Access, requires the following:

(5) Reporting and Monitoring. Each university shall prepare an annual Florida Equity Report in accordance with this regulation and reporting guidelines established by the Board of Governors Office.

(a) At a minimum, the university's equity report must include information on the institution's progress in implementing strategic initiatives and performance related to equity and access as they pertain to academic services, programs, and student enrollment; equity in athletics; and employment.

(b) Each university's equity report shall assess sex equity in athletics, as well as representation by race and sex in student enrollment, senior-level administrative positions, and by faculty rank and/or tenure status.

1. Annual goals shall be developed and included in the equity report to address each area of under-utilization. For each year in which prior year goals were not achieved, each university shall provide a narrative explanation and a plan for achievement of equity.

(c) Each equity report shall include a Web citation of the university's non-discrimination policy adopted by its university board of trustees.

(d) Such reports are to be submitted to the Board of Governors Office by July 1 of each year pursuant to the requirements of this regulation and guidelines distributed by the Board Office for each reporting period.

(e) Each university board of trustees or designee shall approve the annual Florida Equity Report for its institution prior to submission to the Board of Governors Office

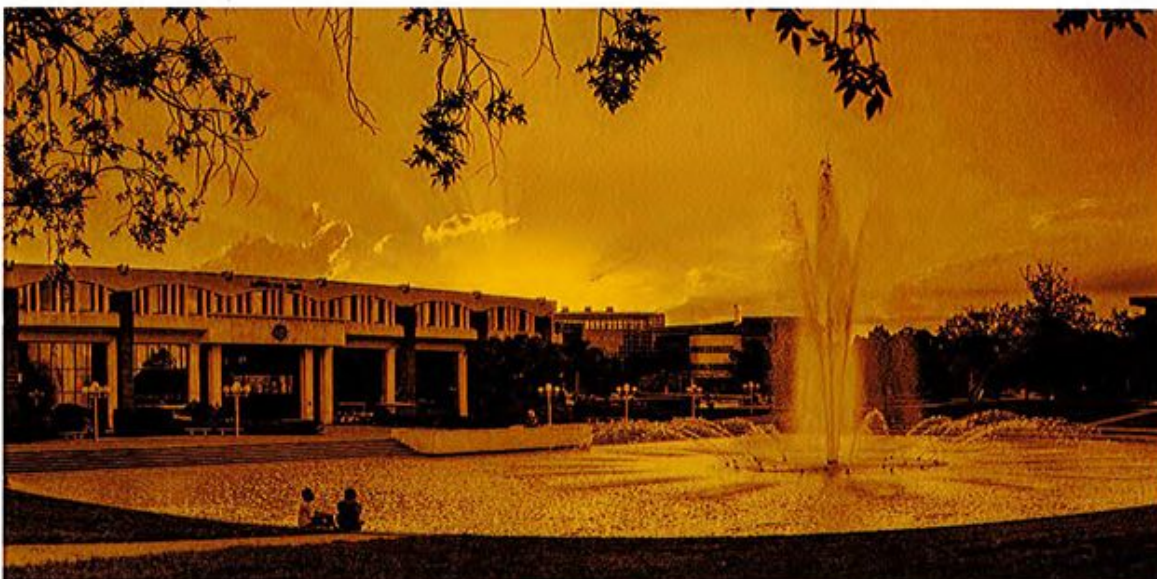
(f) The Board of Governors Office shall annually assess the progress of each university's plan and advise the Board of Governors and the Legislature regarding compliance.

(7) Each university shall develop a budget plan to support attainment of the university's goals as outlined in its equity plan in accordance with state and federal law.

Supporting documentation: Attachment A: University of Central Florida Florida Equity Report

Prepared by: Nancy Fitzpatrick Myers, Director, Office of Institutional Equity (formerly Office of Equal Opportunity and Affirmative Action Programs)

Submitted by: Nancy Fitzpatrick Myers, Director, Office of Institutional Equity (formerly Office of Equal Opportunity and Affirmative Action Programs)



Florida Equity Report

Enrollment, Sex Equity in Athletics, and Employment

Report Year: 2017

Data Year 2015-2016

University of Central Florida

Approved by University Board of Trustees: September 27, 2017

John C. Hitt, President:

Signature

Date approved by University President: _____

Submitted by:

Nancy Fitzpatrick Myers, Director

University of Central Florida

Office of Institutional Equity

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Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

PART I	EXECUTIVE SUMMARY.....	1-4
PART II	POLICIES AND PROCEDURES IN SUPPORT OF EQUITY.....	5-6
PART III	ACADEMIC PROGRAM REVIEWS.....	7-17
	Part III: Academic Program Reviews (Sections A, B & C).....	7-13
	Table 1 First-Time-in College (FTIC) Enrollment.....	7
	Table 2 Fulltime Transfers.....	8
	Table 3 Retention of Full-Time FTICs.....	8
	Table 4 Graduation Rate of Full-Time FTICs (Beginners and Early Admits)...	9
	Table 5 Bachelor's Degrees Awarded, Annual Year 2015-2016.....	10
	Table 6 Master's Degrees Awarded, Annual Year 2015-2016.....	11
	Table 7 Doctoral Degrees Awarded, Annual Year 2015-2016.....	11
	Table 8 First Professional Degrees Awarded, Annual Year 2015-2016.....	12
	Part III: Academic Program Reviews – Student Services (Section D).....	13-15
	Part III: Academic Program Reviews – Overall Effectiveness of Equity in Enrollment (Section E).....	15-17
PART IV	EQUITY IN INTERCOLLEGIATE ATHLETICS.....	18-22
	Table 1 Gender Equity in Athletics Update.....	19-21
	Table 2 Gender Equity in Athletics Areas for Improvement.....	22
PART V	EMPLOYMENT REPRESENTATION.....	23-27
	Table 1 Tenured Faculty.....	23
	Table 2 Tenure-Track Faculty.....	23-24
	Table 3 Non-Tenure-Earning Faculty.....	24
	Table 4 Executive/Administrative/Managerial.....	24-25
PART VI	AREAS OF IMPROVEMENT AND ACHIEVEMENT.....	28-29
PART VII	PROTECTED-CLASS REPRESENTATION IN THE TENURE PROCESS, 2015-2016.....	30-31
PART VIII	PROMOTION AND TENURE COMMITTEE COMPOSITION, ANNUAL YEAR, 2015-2016.....	32-34
PART IX	OTHER REQUIREMENTS.....	35-36
	A. Budget Plan.....	35
	B. President's Evaluation	36
	C. Top Administrator's Evaluation Process and Results.....	36

**Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016**

ATTACHMENTS

- A. Non-Discrimination Policies and Regulations
- B. President's Statement
- C. Division of Student Development and Enrollment Services Equity Report
- D. Office of Multicultural Academic and Support Services Program
Summary

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Part I: Executive Summary

The annual Florida Educational Equity Act (FEEA) report encompasses enrollment, gender equity in athletics, and employment as required by statute. Each university Equity Officer is responsible for preparing the report for approval by its Board of Trustees and the University President, and submitting the report to the Florida Board of Governors annually.

The UCF's Office of Institutional Equity (OIE) prepares the Florida Equity Report annually to fulfill state requirements.¹ These include provisions within the Florida Educational Equity Act and the Florida Board of Governors' Equity Regulation 2.003 Equity and Access. The report includes information on the University's progress in implementing strategic initiatives and performance related to equity and access in student enrollment, athletics, and employment. The employment assessment includes reviewing representation of women and minorities in senior-level administrative positions and by faculty rank and tenure status.

A. Description of Plan Development

The Office of Institutional Equity coordinated and compiled the data included in this report from officials in the University's Office of the Provost, Student Development and Enrollment Services, Offices of Human Resources, Division of Administration and Finance, UCF Athletic Association, Inc., and Institutional Knowledge Management. Data collected includes information on women and members of specified race and ethnic protected classes, including IPEDS (Integrated Post-Secondary Education Data System) data. Prior to submission, the data was reviewed by the President and the Board of Trustees of UCF.

B. Summary of Institutional Progress

Policies and Procedures in Support of Equity (Part II)

UCF's policies and procedures for non-discrimination and compliance with Title IX (federal law that prohibits sex discrimination) were reviewed in 2015-16. Revisions were made as a result of guidance from the federal Department of Education and current best practices. During this time, UCF also hired a Title IX Coordinator as a position separate from, but reporting to, the Director of the Office of Institutional Equity to further support initiatives in compliance with Title IX. During 2015-2016, work began on drafting a university-wide policy pertaining to Title IX. This work resulted in the university's *Prohibition of Discrimination, Harassment and Related Interpersonal Violence Policy* (Attachment A).

¹ The Office of Institutional Equity was formerly referred to as the Office of Equal Opportunity and Affirmative Action Programs, which submitted the University of Central Florida's previous Florida Equity Reports. The name change took place in May, 2017.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Academic Program Reviews (Part III)

The UCF's Institutional Knowledge Management office (IKM) provided data and quantitative tables to illustrate the University's status in enrollment, retention/graduation rates and completions (Part III Tables 1-8). The following are some highlights of that data:

- Gender equity at the University of Central Florida has been positively noted in several areas. For First Time in College (FTIC) enrollment, female enrollment for 2015-2016 remained at 54%, which was consistent with prior years' data. Similarly, transfer enrollment of female students remained at 56%. Although the six-year graduation rate (68.82%) decreased slightly from the previous year (70.6%), female students' graduation rate (74%) continued to exceed male students' graduation rate (62%). Also, the female student retention rate exceeded that of the male retention rate (89% v. 87%). Female students continued to obtain a higher percentage of Bachelor's degrees (59%) Master's degrees (60%) and First Professional degrees (55%). Although male students obtained a higher percentage of Doctoral degrees (54%), this was a decrease from the prior academic year when male students earned 60% of these degrees.
- Enrollment of underrepresented students continued to show growth in 2015-2016 reaching 48.3% of the FTIC student body. Similarly, transfer enrollment increased for underrepresented students to 48.2%. With regard to retention rates, among underrepresented student populations, Asian students and students identifying as two or more races led with retention rates of 92.96% and 90.24%, respectively. Underrepresented students (including Non-Resident Aliens) received 42% of Bachelor's degrees, 39.5% of Master's degrees, 49.8% of Doctoral degrees, and 36% of First Professional degrees.
- With regard to the number of Bachelor's degrees awarded in 2010-2011 compared to 2015-2016, there was a 79% increase for Hispanic students, 40% increase for Black students and 29% increase for Asian students. With regard to the number of Master's degrees awarded, students identifying as two or more races quadrupled and there was a 32% increase for Hispanic students. With regard to the number of Doctoral degrees awarded, UCF doubled the number awarded to Black students and experienced a 62% increase in the number awarded to Hispanic students. However, UCF continued to award 5.3% of the total Doctoral degrees awarded to Black students, which was the same percentage for 2010-2011. With regard to the number of First Professional degrees awarded, although the number of degrees awarded to Black students remained the same (9), there was a significant decrease in terms of the percentage of overall degrees awarded (22% to 6%). The number of Doctoral degrees and First Professional degrees awarded to American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander remained at zero for 2015-2016, which is consistent with the data from 2010-2011.

For the 2015-2016 academic year, the university's goal was to maintain or increase protected class member degrees at all levels, particularly with regard to the number of American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander students, Black students at the doctoral degree level, and Hispanic and Asian students at the master's and doctoral degree levels. The overall diversity for each degree increased during 2015-2016 compared to 2014-2015. Diversity increased as follows: Bachelor's degrees: from 40% to 42%; Master's degrees: from

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

37% to 39%; Doctoral degrees: from 47% to 49%; and First Professional degrees: 30% to 36%. As set forth above, the data demonstrated increases in the number of Bachelor's, Master's and Doctoral degrees awarded to Hispanic students, as well as Doctoral degrees awarded to Black students. With the exception of First Professional degrees, the university awarded a larger number of degrees to Asian students. However, when compared to data from 2010-2011, there was a significant decrease in terms of the percentage of overall First Professional degrees awarded to Black students (22% to 6%). The number of overall degrees awarded to Indian/Alaska Native and Native Hawaiian/Other Pacific Islander students also decreased from 71 to 58 and did not include any Doctoral or First Professional degrees.

Goals for 2016-2017: Maintain or increase protected class member degrees at all levels, particularly with regard to the number of American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander students and the percentage of Doctoral degrees awarded to Black students.

Gender Equity in Athletics (Part IV)

The University of Central Florida continues to monitor the equity challenges with respect to student-athlete participation compared to full-time enrollment by gender, as well as scholarship offerings. Data for 2015-2016 demonstrated the following:

- The 2015-2016 female undergraduate enrollment was approximately 55%, and the female athletics participation ratio was approximately 57%, which resulted in a 2% variance.
- All sports are funded at the NCAA maximum, including the provision of the maximum allowable miscellaneous dollars per sport. Currently, there is a 3% variance in scholarship offerings. The UCF Athletic Association, Inc. is working on viable solutions to reduce that number in subsequent years through a roster management analysis to determine necessary adjustments to bring UCF within the threshold of a 1% variance.
- Resources allocated for women's sports programs are comparable to their male counterparts. Both men's and women's programs are provided with all the necessary resources to be competitive nationally.

Goals for 2016-17: Reduce the variances in participation rates and scholarship offerings.

Employment Representation (Part V)

The UCF's Institutional Knowledge Management office (IKM) provided data and quantitative tables to illustrate the university's status in faculty/staff compositions (Part V Tables 1-4). The University of Central Florida increased both the number of tenure-track faculty and non-tenure-earning faculty members during 2015-2016. With regard to tenured faculty, the university increased the number of female faculty from 167 to 173 (29% to 30% of tenured faculty) since the prior year. When compared to five years ago, the university has made a 60% increase in the number of tenured female faculty (82 to 131; 40% to 46% of all tenured faculty). However, compared to national standards, this remains an area in need of improvement. The university also experienced a decrease in the number of tenured Black faculty members bringing the total number

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

of Black tenured faculty to the same number as the university had in Fall 2011 (27 out of 579; 4.6%). With regard to tenure-earning faculty, the university experienced an increase in the number of members that identified as Black, female, Asian, Non-Resident Alien and Hispanic. However, Black tenure-track faculty members made up 4.2% of all tenure-track faculty, which was less than Fall 2011 (5.8%). Using comparative national standards, this is an area in need for improvement. With regard to non-tenure-earning faculty, 58% were female faculty members, and the university experienced a 26% increase in Hispanic faculty members (34 to 43). With regard to management occupations, 59% were female and 27% were diverse, which was consistent with the prior academic year.

Goals for 2016-2017: Increase the number of tenured faculty that identify as female, Black, Hispanic, American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander, and increase the number of tenure-track faculty that identify as Black, Hispanic, American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander.

Areas of Improvement and Achievement (Part VI)

The University of Central Florida has maintained a significant number of enrolled diverse students. The university continues to maintain its commitment to recruiting and promoting women and minority professionals. The university will continue to implement strategies to meet its goals of maintaining or increasing protected class member degrees at all levels; increasing the number of tenured faculty that identify as female, Black, Hispanic, American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander; increasing the number of tenure-track faculty that identify as Black, Hispanic, American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander; and, reducing the variances for female student-athlete participation and scholarship offerings.

Protected Class Representation (Part VII)

Of the 20 total applicants for the tenure granting process, 19 (95%) were granted tenure and one withdrew. All female faculty and five of the six underrepresented faculty were granted tenure. The remaining underrepresented faculty member withdrew his application.

Promotion and Tenure Committee Composition (Part VIII)

The table in this section provides information on the extent of diverse participation or involvement of women and ethnic/racial minorities in the promotion and tenure process. Efforts to obtain diverse representation on committees is continually sought and improvement is expected to continue.

C. Budget Plan

The University of Central Florida has maintained resources that support equity goals and in some instances has identified other areas for improvement and added additional resources which are detailed in Section IX of this report.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Part II: Policies and Procedures in Support of Equity

The University of Central Florida's Regulations and Policies are available on UCF's Policies and Procedures webpage: <http://policies.ucf.edu/>. The regulations and policies that are specifically formulated to ensure equity at UCF are as follows (Attachment A):

- UCF-3.001 Non-Discrimination; Affirmative Action Programs
- UCF-3.0134 Grievances Alleging Discrimination
- UCF-5.006 Student Rights and Responsibilities
- UCF-5.007 Office of Student Conduct; Scope; Definitions; Student Conduct Records; Special Student Panels
- UCF-5.008 Rules of Conduct
- UCF-5.009 Student Conduct Review Process; Sanctions
- UCF-5.010 Student Conduct Appeals
- UCF-5.012 Organizational Rules of Conduct
- UCF-5.013 Organizational Conduct Review Process; Sanctions; Appeals
- Policy 2-700 Reporting Misconduct and Protection from Retaliation
- Policy 2-004 Prohibition of Discrimination, Harassment and Related Interpersonal Violence (*effective 6/9/2017*)

Information regarding additional policies and procedures formulated to ensure equity at UCF can be found on UCF's websites and are as follows:

- The Golden Rule Student Handbook (<http://goldenrule.sdes.ucf.edu/docs/goldenrule.pdf>)
- OIE Investigation Procedures
(<http://oie.ucf.edu/documents/DiscriminationGrievanceInvestigationProcedure.pdf>)
- OIE Search and Screening Guidelines
(<http://www.oie.ucf.edu/documents/SearchScreeningGuidelines.pdf>)
- OIE Recommendations for Obtaining a Diverse Applicant Pool
(<http://www.oie.ucf.edu/documents/DiverseApplicantPool.pdf>)
- OIE Guidelines for an Internal Search
(<http://www.oie.ucf.edu/documents/InternalSearch.pdf>)
- OIE Search Committee Guidelines Incorporating Search Firms
(<http://www.oie.ucf.edu/documents/SearchFirms.pdf>)
- Faculty Hiring Guide (<http://www.oie.ucf.edu/documents/FacultyHiringGuide.pdf>)
- A&P Hiring Guide (<http://www.oie.ucf.edu/documents/APHiringGuide.pdf>)
- OIE Service and Assistance Animal Policy
(<http://www.oie.ucf.edu/documents/AnimalsasAccommodationPolicy.pdf>)
- OIE Protocol for Department Providing Reasonable Accommodation
(<http://www.oie.ucf.edu/documents/AccommodationsInEmploymentAndForMembersOfThePublic.pdf>)

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

- Reasonable Accommodation Request Form
(<http://www.oie.ucf.edu/documents/UCFReasonableAccommodationRequestForm.pdf>)
- Religious Accommodation: Guidelines for Departmental Procedures for Requests
(<http://www.oie.ucf.edu/documents/ReligiousAccommodationGuidelines.pdf>)
- Student Accessibility Services “How to Request Accommodations” Process
(<http://sas.sdes.ucf.edu/docs/how%20to%20request%20accommodations%20in%20knights%20access%202016%20-%202017.pdf>)
- Student Accessibility Services Grievance and Appeal Procedures
(http://sas.sdes.ucf.edu/docs/grievance_process.pdf)

As noted in UCF’s previous Florida Equity Report, the Office of Institutional Equity and the University Compliance, Ethics, and Risk Office created a separate website with information for students, parents, faculty, staff, and third parties regarding Title IX, and what to do if they encounter a student who has experienced sexual violence. See <https://shield.ucf.edu/>. The President’s Statement (Attachment B) has been posted on campus bulletin boards, websites, and in other venues, which reinforces the university’s commitment to non-discrimination and provides contact information about the Office of Institutional Equity.

Each year, the Office of Institutional Equity notifies all faculty and staff members regarding the university’s commitment to non-discrimination via an email with an accompanying invitation to training. Also, all new employees are required to complete an online training regarding UCF’s commitment to non-discrimination, applicable regulations and policies, and procedures available for reporting concerns of this nature. Further, UCF widely communicates pertinent compliance information throughout the campus. Discussions, awareness, and training are conducted broadly at such venues as new student, employee, and faculty orientation sessions; in-service programs for residence assistants, and the UCF Police Department. During 2015-2016, the Office of Institutional Equity also provided in-person discrimination prevention training and training regarding Title IX to various departments on campus, and will continue to do so in the next academic year.

As set forth above, UCF recently issued *Policy 2-004 Prohibition of Discrimination, Harassment and Related Interpersonal Violence*, which is a policy that sets forth what constitutes discrimination, discriminatory harassment, and retaliation; the resources that are available to those that are subjected to this misconduct; employees’ obligations to report; and where to report concerns of this nature. President John C. Hitt announced the issuance of this policy and its importance to the university’s goal of becoming more inclusive and diverse via an email to all employees shortly before the start of the 2017 Fall semester.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Part III: Academic Program Reviews (Sections A, B & C)

The Academic Program Reviews cover undergraduate, graduate, and first professional degree enrollment as required by Florida statute. Charts 1-8 and the corresponding narrative will address sections A, B, and C of the Florida Equity Report Guidelines. Where appropriate, disproportionate enrollments of women and minorities are identified and areas for improvement are noted.

Table 1. First Time in College Enrollment

Category	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	Total
Men	21	203	1	219	763	1483	0	145	7	2842
Women	28	187	3	378	878	1644	2	201	7	3328
Total FTIC Fall 2016	49	390	4	597	1641	3127	2	346	14	6170
Category % of Total Fall 2016	0.79	6.32	0.06	9.68	26.60	50.68	0.03	5.61	0.23	100
Men	32	221	4	216	658	1654	3	124	13	2925
Women	24	204	2	414	769	1802	6	164	14	3399
Total FTIC Fall 2015	56	425	6	630	1427	3456	9	288	27	6324
Category % of Total Fall 2015	0.89	6.72	0.09	9.96	22.56	54.65	0.14	4.55	0.43	100
Men	14	194	7	183	593	1770	9	110	7	2887
Women	17	150	9	345	660	1966	6	130	14	3297
Total FTIC Fall 2011	31	344	16	528	1253	3736	15	240	21	6184
Category % of Total Fall 2011	0.50	5.56	0.26	8.54	20.26	60.41	0.24	3.88	0.34	100
Raw Change in % from Fall 2011 to Fall 2016	0.29	0.76	-0.20	1.14	6.34	-9.73	-0.21	1.73	-0.11	0

The UCF's First Time in College (FTIC) Enrollment data reveals a slight decrease of 2.4% in FTIC enrollment with 54% female and 46% male for the Fall 2016 academic year. With regard to the composition of racially and ethnically diverse students, UCF continued to be significant at 48.3% (Fall 2016), which was an increase from the previous years (42.5% for Fall 2014 and 44.02% for Fall 2015). The 48.3% was comprised of students from various racial/ethnic backgrounds including Black (9.7%), Asian (6.3%), American Indian/Alaskan Native (.06%), Hispanic (26.6%), Native Hawaiian/Other Pacific Islander (.03%), and two or more races (5.6%). White students represented 50.58%, Non Resident Alien students represented 0.79%, and students identifying as Unknown represented 0.23% of UCF's FTIC student body during the 2016 Fall enrollment.

This enrollment data of 48.3% represented a significant change from 2011 to 2016. During the Fall of 2011, UCF's student body was composed of 38.74% racially and ethnically diverse students with 60.41% White students. The 2015 to 2016 data indicated minimal FTIC fluctuation in all racial and ethnic categories with the exception of Hispanic students, which increased from 22.56% to 26.6% between the Fall of 2015 and Fall of 2016.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Table 2. Fulltime Transfers

Category	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	Total
Men	60	118	3	238	529	1016	2	80	8	2054
Women	68	96	4	370	681	1225	2	100	16	2562
Total Transfer-in Fall 2016	128	214	7	608	1210	2241	4	180	24	4616
Category % of Total Fall 2016	2.77	4.64	0.15	13.17	26.21	48.55	0.09	3.9	0.52	100
Men	43	108	1	231	480	1051	4	70	18	2006
Women	50	101	6	332	660	1273	10	103	11	2546
Total Transfer-in Fall 2015	93	209	7	563	1140	2324	14	173	29	4552
Category % of Total Fall 2015	2.04	4.59	0.15	12.37	25.04	51.05	0.31	3.8	0.64	100
Men	46	96	6	200	455	1163	8	46	26	2046
Women	37	108	9	349	628	1537	9	58	26	2761
Total Transfer-in Fall 2011	83	204	15	549	1083	2700	17	104	52	4807
Category % of Total Fall 2011	1.73	4.24	0.31	11.42	22.53	56.17	0.35	2.16	1.08	100
Raw Change in % from Fall 2011 to Fall 2016	1.04	0.40	-0.16	1.75	3.68	-7.62	-0.26	1.74	-0.56	0

The UCF's Fulltime Transfers data included 56% female and 44% male for the 2015-2016 academic year. When compared to the previous academic year, the numbers were consistent.

With regard to the composition of racially and ethnically diverse students, UCF continued to be significant at 48.16% (Fall 2016), which was an increase from the previous years (45.4% for Fall 2014 and 46.26% for Fall 2015). The 48.16% was comprised of students from various racial/ethnic backgrounds including Black, Asian, American Indian/Alaskan Native, Hispanic, Native Hawaiian/Other Pacific Islander, and two or more races. White students represented 48.55%, Non Resident Alien students represented 2.77%, and students identifying as Unknown represented 0.52% of UCF's transfer students.

This enrollment data of 48.16% represented a significant change from 2011 to 2016. During the Fall of 2011, UCF's transfer students were composed of 41% racially and ethnically diverse students. The 2015-2016 data indicated minor changes throughout all racial categories.

Table 3. Retention of Full-Time FTICs

Category	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	F	M	Total
COHORT	54	426	7	615	1426	3445	8	287	24	3378	2914	6292
Category % of Total	0.86	6.77	0.11	9.77	22.66	54.75	0.13	4.56	0.38	53.69	46.31	100
After 1 Year	42	396	4	543	1259	3050	7	259	21	3029	2552	5581
Retention Rate	77.78	92.96	57.14	88.29	88.29	88.53	87.50	90.24	87.50	89.67	87.58	88.70

The overall retention rate for UCF after one year was 88.7%, which was a slight decrease from the previous year (89.1%). The overall retention of females was 89.67%, which was a slight

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

decrease from the previous year (90.7%). For males, the overall retention rate was 87.58%, which was a slight increase from the previous year (87.4%).

Among underrepresented student populations, Asian students led with a retention rate of 92.96%. Asian students and students identifying as two or more races were retained at a higher rate than the average (92.96% and 90.24%, respectively). Compared to the previous year, Non-Resident Alien students had the largest decrease in the retention rate from 97.6% to 77.78%. Despite the significant percentage decrease, the number of Non-Resident Alien students remained closely the same (41 retained after one year for 2014 and 42 retained after one year for 2015). Similarly, for American Indian/Alaskan Native and Native Hawaiian/Other Pacific Islander students, although there was a significant percentage decrease in the retention rate (AI/AN: 66.7% to 57.14%; NH/OPI: 100% to 87.50%), the amount of students retained were closely the same (AI/AN: 2 in 2014 and 4 in 2015; NH/OPI: 8 in 2014 and 7 in 2015).

Table 4. Graduation Rate of Full-Time FTICs, Beginners & Early Admits

Category	NRA	Asian	AI/AN	B	H	W	NH/OP	>TWO	Unk	F	M	Total
COHORT	26	374	19	526	1137	3809	5	98	38	3179	2853	6032
Category % of Total	0.43	6.20	0.31	8.72	18.85	63.15	0.08	1.62	0.63	52.70	47.30	100.00
AFTER 6 YEARS												
Number of Graduates	11	244	11	357	777	2656	5	62	28	2360	1791	4151
Percent Graduated	42.31	65.24	57.89	67.87	68.34	69.73	100.00	63.27	73.68	74.24	62.78	68.82
Category %	0.26	5.88	0.26	8.60	18.72	63.98	0.12	1.49	0.67	56.85	43.15	100.00
Number Retained	11	273	12	381	840	2786	5	73	28	2444	1965	4409
Percent Retained	42.31	72.99	63.16	72.43	73.88	73.14	100.00	74.49	73.68	76.88	68.87	73.09

The overall graduation rate for UCF after six years was 68.82%, which was a slight decrease from the previous year (70.6%). Although female students' graduation rate remained consistent (73-74%), male students' graduation rate decreased from 66.3% to 62.78%. Native Hawaiian/Other Pacific Islander students have a 100% graduation rate followed by White students (69.73%), Hispanic students (68.34%), Black students (67.87%), and Asian students rate (65.24%). Students identifying as Non Resident Alien and American Indian/Alaskan Native were significantly below the average rate (42.31% and 57.89%, respectively).

Over the past five years, UCF has continued its commitment to maintaining a diverse student body through a variety of recruitment and retention strategies as set forth in detail in the Equity Report submitted by the Division of Student Development and Enrollment Services (SDS) (Attachment C).

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Table 5. Bachelor's Degrees Awarded

Year	Category	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	Total
2015-2016	Male	55	322	11	455	1149	3103	12	138	36	5281
2015-2016	Female	52	351	15	861	1732	4245	17	233	45	7551
2015-2016	Total	107	673	26	1316	2881	7348	29	371	81	12832
2015-2016	Category % of Total	0.83	5.24	0.20	10.26	22.45	57.26	0.23	2.89	0.63	100.00
2014-2015	Male	53	298	9	458	1097	3184	17	127	48	5291
2014-2015	Female	71	357	20	840	1518	4288	16	180	48	7338
2014-2015	Total	124	655	29	1298	2615	7472	33	307	96	12629
2014-2015	Category % of Total	0.98	5.19	0.23	10.28	20.71	59.17	0.26	2.43	0.76	100.00
2010-2011	Male	54	250	11	333	610	2965	5	21	122	4371
2010-2011	Female	69	271	31	606	994	4133	7	37	127	6275
2010-2011	Total	123	521	42	939	1604	7098	12	58	249	10646
2010-2011	Category % of Total	1.16	4.89	0.39	8.82	15.07	66.67	0.11	0.54	2.34	100.00

The number of Bachelor's degrees awarded remain consistent at UCF. In the 2015-2016 academic year, UCF awarded 12,832 degrees, which was a slight increase from the previous year (12,629). Of the degrees awarded 59% were earned by females and 41% by males which was similar to the previous academic year (58% female and 42% male). Among the degrees awarded, students who identified as Asian, Hispanic and two or more races slightly increased their percentages from the previous academic year. Students who identified as American Indian/Alaskan Native, Black and Native Hawaiian/Other Pacific Islanders decreased slightly (0.03%, 0.02% and 0.03%, respectively). Larger decreases were experienced by students who identified as Non-Resident Alien or White (0.15% and 1.91%, respectively).

Compared to the 2010-2011 academic year, UCF increased the number of Bachelor's degrees awarded by 20.5% in 2015-2016 (from 10,646 degrees to 12,832 degrees), with relatively equivalent gains among males and females. Since 2010-2011, degrees awarded substantially increased for students who identified as two or more races (58 to 371) and Native Hawaiian/ Other Pacific Islanders (12 to 29). Degrees awarded also increased for students who identified as Hispanic [1,604 to 2,882 (79% increase)], Black [939 to 1,316 (40% increase)], and Asian [521 to 673 (29% increase)]. Proportionally, the most significant changes from 2010-2011 to 2015-2016 included an increase in the overall percentage of Hispanic students (15.07% to 22.45%) and a decrease in the overall percentage of White students (66.67% to 57.26%).

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Table 6. Master's Degrees Awarded

Year	Category	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	Total
2015-2016	Male	134	40	0	59	115	471	0	15	56	890
2015-2016	Female	77	57	1	158	178	728	2	35	91	1327
2015-2016	Total	211	97	1	217	293	1199	2	50	147	2217
2015-2016	Category % of Total	9.52	4.38	0.05	9.79	13.22	54.08	0.09	2.26	6.63	100.00
2014-2015	Male	129	39	1	52	104	482	1	14	72	894
2014-2015	Female	66	53	3	155	182	753	2	32	92	1338
2014-2015	Total	195	92	4	207	286	1235	3	46	164	2232
2014-2015	Category % of Total	8.74	4.12	0.18	9.27	12.81	55.33	0.13	2.06	7.35	100.00
2010-2011	Male	119	40	0	41	93	575	1	7	29	905
2010-2011	Female	104	44	4	142	129	851	2	7	42	1325
2010-2011	Total	223	84	4	183	222	1426	3	14	71	2230
2010-2011	Category % of Total	10.00	3.77	0.18	8.21	9.96	63.95	0.13	0.63	3.18	100.00

The UCF awarded 2,217 Master's degrees during 2015-2016, which is less than the last two academic years (2,232 in 2014-2015 and 2,539 in 2013-2014). Female students earned 60% of the Master's degrees awarded, which was consistent with the two previous academic years and 2010-2011. Overall, there have been slight changes with regards to each individual race/ethnicity over the last five years with two notable increases. Specifically, students who identified as two or more races or Hispanic made the most change in the last five years. Students of two or more races nearly quadrupled from 14 to 50, and Hispanic students increased from 222 students to 293 students (32% increase). These increases assisted with increasing the overall percentage of underrepresented students earning Master's degrees at UCF from 32% to 39%.

Table 7. Doctoral Degrees Awarded

Year	Category	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	Total
2015-2016	Male	67	5	0	4	15	63	0	4	4	162
2015-2016	Female	24	4	0	12	11	80	0	3	3	137
2015-2016	Total	91	9	0	16	26	143	0	7	7	299
2015-2016	Category % of Total	30.4	3.01	0	5.35	8.7	47.8	0	2.34	2.34	100
2014-2015	Male	77	6	0	4	9	73	0	2	2	173
2014-2015	Female	21	2	0	4	7	72	0	3	4	113
2014-2015	Total	98	8	0	8	16	145	0	5	6	286
2014-2015	Category % of Total	34.3	2.8	0	2.8	5.59	50.7	0	1.75	2.1	100
2010-2011	Male	60	5	0	9	9	52	0	1	0	136
2010-2011	Female	14	8	0	4	6	77	0	0	0	109
2010-2011	Total	74	13	0	13	15	129	0	1	0	245
2010-2011	Category % of Total	30.2	5.31	0	5.31	6.12	52.7	0	0.41	0	100

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

The UCF awarded 299 Doctoral degrees in 2015-2016. The degree attainment at the Doctoral level remained relatively consistent with slight increases (less than 1%) noted for the last two academic years. A closer look at demographic data showed that men continued to outperform their female counterparts in degree attainment at the Doctoral level (54%), but this was a decrease from the prior academic year where male students earned 60% of the Doctoral degrees. Students that identified as Asian, Black, Hispanic or two or more races that were awarded Doctoral degrees increased from 2014-2105, but American Indian/Alaskan Native and Native Hawaiian/Other Pacific Islander remained at zero since 2010-2011.

Table 8. First Professional Degrees Awarded

Year	Category	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	Total
2015-2016	Male	0	6	0	5	10	35	0	4	3	63
2015-2016	Female	0	11	0	4	8	46	0	3	6	78
2015-2016	Total	0	17	0	9	18	81	0	7	9	141
2015-2016	Category % of Total	0.00	12.06	0.00	6.38	12.77	57.45	0.00	4.96	6.38	100.00
2014-2015	Male	0	9	1	2	4	36	0	1	4	57
2014-2015	Female	0	11	1	3	9	50	0	2	4	80
2014-2015	Total	0	20	2	5	13	86	0	3	8	137
2014-2015	Category % of Total	0.00	14.60	1.46	3.65	9.49	62.77	0.00	2.19	5.84	100.00
2010-2011	Male	0	1	0	1	1	9	0	0	1	13
2010-2011	Female	0	1	0	8	3	14	0	1	0	27
2010-2011	Total	0	2	0	9	4	23	0	1	1	40
2010-2011	Category % of Total	0.00	5.00	0.00	22.50	10.00	57.50	0.00	2.50	2.50	100.00

During 2015-2016, the UCF awarded 141 First Professional degrees, which was close to four times the number awarded in 2010-2011. A closer look at demographic data showed that women continued to outperform their male counterparts in professional degree attainment (55%), but this was a significant decrease in the last five years. In 2010-2011, 68% of the First Professional degrees were awarded to female students. Overall, there have been slight changes with regards to each individual race/ethnicity since the prior academic year. However, compared to 2010-2011 data, students who identified as Asian had the most significant increase from 2 to 17 (5% to 12.06%). Students who identified as Black remained the same in terms of number (9), but decreased significantly in terms of the percentage of overall graduates (22.50% to 6.38%). Students who identified as Non-Resident Aliens, American Indian/Alaskan Native, and Native Hawaiian/Other Pacific Islander remained at zero.

At the graduate level, UCF continues to commit to recruiting and graduating a diverse student body. Several strategies are employed to aid in this effort including annual scholarships and grant monies designated for recruitment of diverse students. Graduate Studies representatives

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

also attend several graduate fairs and other events throughout the academic year designed specifically to recruit diverse candidates for our academic programs.

Part III: Academic Program Reviews – Student Services (Section D)

A. Academic Advising – <http://fyae.sdes.ucf.edu/advising>;
<http://www.fctl.ucf.edu/FacultySuccess/Advisors/offices.php>;
<http://www.fctl.ucf.edu/facultysuccess/advisors/council.php> - The University of Central Florida is committed to providing caring, quality advising and related student support services for all UCF students in a culturally sensitive and diverse environment. UCF encourages the development of individual initiative, responsibility and self-discipline by students in the planning of their own educational programs. The UCF academic advisors assist students in the development of educational plans and career goals, and provide assistance and support as students pursue those goals. Academic advisors across the campus help students to understand and negotiate the procedures and policies of the university.

B. Admission to Academic Programs – <https://www.ucf.edu/admissions/>;
<https://www.ucf.edu/online/admissions/graduate-admissions/> - The University of Central Florida encourages applications from qualified persons and does not discriminate on the basis of race, color, ethnicity, national origin, religion, non-religion, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability, political affiliations, veteran's status or membership in any other protected classes as set forth in state or federal law. The President has delegated responsibility for the implementation of the university's equal opportunity and non-discrimination policies and affirmative action program to the Director of the Office of Institutional Equity (OIE). Inquiries about policies and practices may be directed to the Office of Institutional Equity at (407) 823-1336, Bldg. 38/Suite 123.

C. Health Services – <http://shs.sdes.ucf.edu/> - The University of Central Florida's Student Health Services (SHS) recognizes its responsibility to respect the basic human rights of all patients who seek its treatment. SHS actively encourages patients to assume responsibilities for their own health and welfare. The Patient's Rights and Responsibilities and Notice of Nondiscrimination are routinely provided to patients.

D. Club and Intramural Athletics – <https://osi.ucf.edu/student-orgs/> and <http://rwc.sdes.ucf.edu/im/> - The mission of UCF's Intramural Sports and Office of Student Involvement is to provide students, faculty, and staff with a wide variety of recreational and social activities ranging from fitness classes to organized intramural sports competitions. Many of these activities are transformational experiences which serve both to enhance the personal development and physical well-being of the student body, thus increasing the likelihood of their retention and success at the university. All intramural sports programs are open for participation by all enrolled UCF students, and faculty and staff who have purchased Recreation and Wellness Center memberships.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

E. Student Financial Assistance – <http://finaid.ucf.edu/> - The University of Central Florida's Office of Student Financial Assistance, a unit within Student Development and Enrollment Services, is dedicated to supporting UCF's mission and goals through the efficient delivery of student aid, including the goal to create a diverse and inclusive learning environment. The Office of Student Financial Assistance provides UCF students with a comprehensive offering of financial assistance options to support student success and the attainment of a university degree. UCF participates in the Federal Direct Loan Program. Direct Loans are low-interest educational loans administered through the U.S. Department of Education, which consists of the Federal Stafford, PLUS, and Grad PLUS Loans. By participating in this program, UCF agrees to comply with all federal nondiscrimination statutes and regulations, including Title VI of the Civil Rights Act of 1964 (barring discrimination on the basis of race, color or national origin), Title IX of the Education Amendments of 1972 (barring discrimination on the basis of sex), Section 504 of the Rehabilitation Act of 1973 (barring discrimination on the basis of physical handicap), and the Age Discrimination Act of 1975.

F. Housing and Residence Life – <http://www.housing.ucf.edu/> - UCF's Department of Housing and Residence Life (DHRL) makes a concerted effort to notify all residents and the wider UCF community of our non-discrimination policies and regulations. To that end, the following language is included in the UCF's Housing Agreement: UCF is an equal opportunity and affirmative action institution. UCF DHRL assigns residence accommodations to qualified residents without regard to race, color, religion, national origin, disability, age, and/or sexual orientation.

Additionally, Housing and Residence Life provides accommodations for students with disabilities. Examples of room accommodations include:

- Room with wheelchair-accessible features, such as roll-in shower and lowered closet rods;
- Room or building with power door;
- Assignment to lower level rooms;
- Room with hearing-impaired features, such as a doorbell with light and fire alarm with strobe;
- Arrangements to have an assistance and Emotional Support animal in the living space; and,
- Arrangements to have personal care attendants in the living space.

For students that identify as transgender, UCF Housing and Residence Life works with the students on an individual basis to find the living situation that will work best for each student. On the "Personal Information" page of the housing application, transgender students may answer "Yes" to the question "Does your gender identity differ from your legally assigned gender?" Students checking "Yes" to this question will receive an automatic email directing them to communicate with the specific staff members who can work with them to determining the best housing accommodations possible for their personal needs. Some previous accommodations for students have included informing residence staff of preferred names and/or pronouns upon request, one-bed/one-bath apartments, being paired with another transgender student, and being paired with roommate(s) who are allies.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

G. Student Employment – <http://studentunion.ucf.edu/employment>; <http://www.housing.ucf.edu/employment>; <https://library.ucf.edu/jobs/>; <https://finaid.ucf.edu/types-of-aid/fws-salary/>; <http://rwc.sdes.ucf.edu/employment>; – Various offices and departments at UCF support the pursuit of students' academic goals through not only a variety of formal and informal experiential and educational programs, but also by providing financial assistance to students through employment. These positions indirectly offer career and professional development opportunities that assist students in developing employment and leadership skills, or help them discover previously unrealized career paths. These positions are filled without regard to race, color, ethnicity, national origin, religion, non-religion, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability, political affiliations, veteran's status or membership in any other protected classes as set forth in state or federal law.

H. Educational and Work Environment – <http://www.oie.ucf.edu/> - The University of Central Florida complies with both the philosophy and the practice of equal opportunity for all citizens in academic life and employment as specified in Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act (ADA) of 1990, the Genetic Information Nondiscrimination Act, and the Florida Civil Rights Act. UCF provides a comprehensive academic experience for all students, to include both academic rigor and out of classroom learning experiences. The extensive amount of activities, programs, services and facilities are designed to enrich the overall learning experience while helping students reach their educational, personal, and professional goals. The President of UCF has charged the Director of the Office of Institutional Equity, ADA Coordinator, and Title IX Coordinator with ensuring compliance with all state and federal laws, as well as policies and regulations, regarding affirmative action, equal opportunity, and nondiscrimination. Inquiries about UCF policies and practices in this regard should be referred to the Office of Institutional Equity at (407) 823-1336 or oie@ucf.edu.

I. Personnel – <https://hr.ucf.edu/> - Student personnel, regardless of employee classification, are handled in a manner consistent with UCF's non-discrimination policies and regulations.

Part III: Academic Program Reviews –
Overall Effectiveness of Equity in Enrollment (Section E)

The University of Central Florida is built on providing an inclusive learning and working environment. Since 1992, UCF's President established five goals for the university including to "become more inclusive and diverse." Throughout the years, UCF has established practices and programs to recruit and support all students, including support directed to underrepresented students. The Division of Student Development and Enrollment Services' report (Attachment C) sets forth in detail more than 700 activities and programs directed at student success in 2015-2016, which included more than 40,000 students having attended access and student success initiatives (such as Multicultural Academic Support Services, Student Accessibility Services, and the

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Veterans Academic Resource Center). Also, the Registrar's Office continues to administer the Knights Graduation Grant Initiative which provides financial resources or guidance to students to assist them with overcoming financial obstacles and completing their degree programs.

The Office of Multicultural Academic and Support Services (MASS) assists multicultural and first-generation students. MASS's mission is to maximize student success by assisting multicultural and first-generation college students in their transition to UCF and connecting them with the university community to promote and facilitate academic support services and programs. Services and programs (see Attachment D) include:

- College Prep Day, which is focused on providing students with information regarding the college admission process. During 2015-2016, 150 diverse high school students visited the UCF campus and engaged in the college prep-workshops.
- Brother to Brother program, which provides academic, career and leadership development, and social and financial support to multicultural or first-generation undergraduate male students. For fall 2016, the program experienced a 62% increase in participation.
- Pegasus Program, which is a six-week summer academic on-campus program and an academic enhancement component that spans the Fall and Spring semesters to FTIC students. The program assists diverse students with making a smooth transition from high school to college. The average UCF GPA after the first year for the Pegasus cohort was 3.08 at the end of spring 2016. The program FTIC cohort student group consisted of the following: Asian 7 (3.8%); Black/African American 32 (17.6%); Hispanic/Latino 53 (29.1%); White 75 (41.2%), and Not Specified 1 (0.5%).
- Seizing Opportunities for Achievement and Retention program (SOAR), which also is a six-week summer academic on-campus program and an academic enhancement component that spans the Fall and Spring semesters to FTIC students. The program assists diverse students with making a seamless transition from high school to college. The average UCF GPA after the first year for this cohort was 2.94 at the end of spring 2016. The program FTIC cohort student group consisted of the following: Asian 9 (10.7%); Black/African American 40 (47.6%); Hispanic/Latino 22 (26.2%); Multi-racial 2 (2.4%); and White 11 (13.1%).
- First Generation Program, which provides first generation college students with a structured approach to develop meaningful experiences at UCF. This program eases students with their transition to college and assists them with navigating through the university landscape.
- Multicultural Transfer Program, which provides multicultural transfer students with a healthy entry to university life, where they can take advantage of opportunities to network and learn strategies that will help alleviate the cultural stress of acclimating to a new environment.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

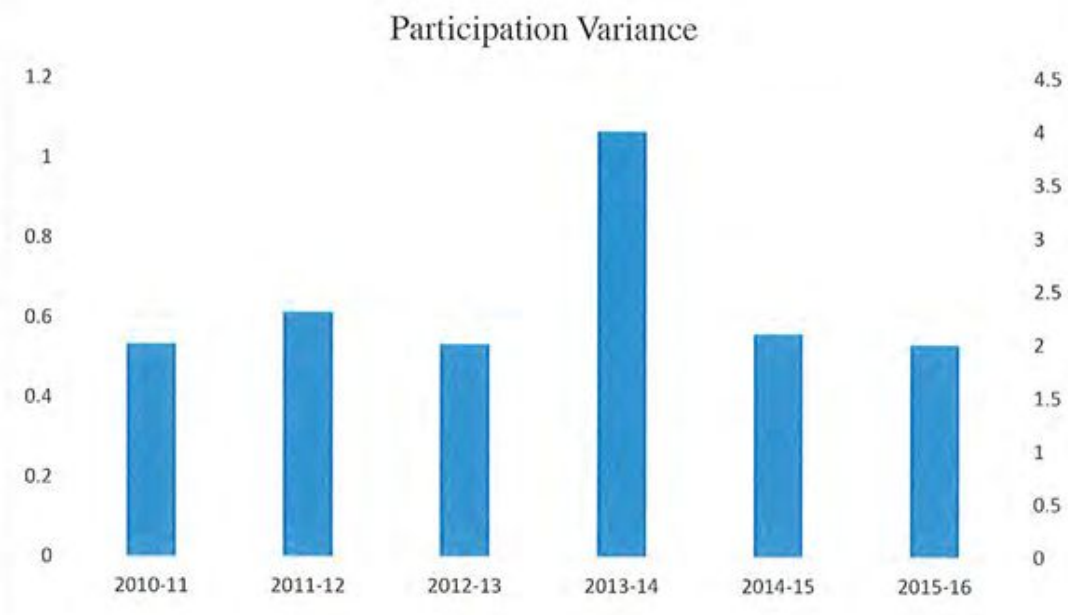
Accolades:

- *Diversity Magazine* (2016) recognized UCF as one of seven Diversity Champions nationwide.
- UCF's Office of Diversity and Inclusion, which was established in 1994 and collaborates with members of the UCF community to advocate for and educate about the university's goal of diversity and inclusion, conducted more than 300 workshops on 120 related topics.
- UCF has more than 210 degree programs in 13 colleges.
 - UCF ranked 13th on the "Most Innovative" schools by *U.S. News & World Report* in 2016, which honors schools for innovation in coursework, faculty, campus, technology and other aspects of college life. UCF also was ranked among the top 100 public universities by *U.S. News & World Report*.
 - *The Princeton Review* ranked UCF's Florida Interactive Entertainment Academy as No. 1 in North America.
 - The Burnett Honors College enrolled nearly 1,700 students, and the number of incoming National Merit Scholars ranked UCF among the top 40 colleges and universities.
 - The College of Engineering and Computer Science (CECS) enrolled over 9,409 students, including 89 National Merits students. CECS was ranked in the top 100 public graduate engineering colleges nationwide by *U.S. News & World Report* in 2016.
 - For the sixth consecutive year, UCF was named to the 2016 Best College Value list of public institutions by *Kiplinger's Personal Finance* magazine. UCF was ranked 36th out of approximately 600 institutions, which was a move up from last year's ranking of 42nd.
- The College of Engineering and Computer Science's Office of Diversity and Inclusion was created with the purpose of recruiting and retaining minorities, women and underrepresented groups into the field of engineering and computer science at both the undergraduate and graduate levels. CECS offered several scholarships including funds from the National Science Foundation Louis Stokes Alliance for Minority Participation in Engineering and Science project, National Action Council for Minorities in Engineering, and Harvey L. Gaines Memorial Expressway Authority Endowed Scholarship.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

PART IV: EQUITY IN INTERCOLLEGIATE ATHLETICS

The Office of Institutional Equity created the chart below to reflect the disparity between male and female athletic participation. Current case law and guidance suggests that a disparity of one percent is the maximum variance that the U.S. Department of Education, Office for Civil Rights would find acceptable to reflect fluctuations and other factors. As set forth below, UCF's participation variance has generally been approximately two percent. In 2013-14, the variance reached four percent, which was reduced to 2.1% the following year. In 2015-16, with the enrollment percentages remaining relatively the same for both years (45% male and 55% female), female students' participation percentage increased from 56.6 percent to 57 percent in 2015-16, resulting in a slight decrease in the variance from 2.1% to 2.0%. UCF's Athletics will continue to work through improving this participation ratio to obtain equity (one percent or less variance) within the next three years.



With regard to scholarship offerings, although improvements were made to address UCF being out of compliance in 2014-2015, UCF remained out of compliance for 2015-16 with a 3% variance. As set forth below in Table 1 "Sex Equity in Athletics Update," UCF Athletics Association, Inc. evaluated each element of equity. They continue to work on viable solutions to reduce the scholarship variance through a roster management analysis to determine necessary adjustments to bring UCF within the threshold of a 1% variance. As set forth below, with the exception of the participation and scholarship variances, UCF Athletics noted equity between men and women among all other elements.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Table 1. Sex Equity in Athletics Update		
Element	Assessment	Area for improvement? (check if yes, and describe on form)
1. Sports offerings	Men's Sports: Baseball, Basketball, Football, Golf Soccer, Tennis Women's Sports: Softball, Basketball, Golf, Cross Country, Indoor Track, Outdoor Track, Rowing, Soccer, Tennis, Volleyball	
2. Participation rates, male and female, compared with full-time undergraduate enrollment	Participation Rates: 43% male, 57% female; Undergraduate Enrollment: 45% male, 55% female. Mitigating factors contributing to non-compliance include: NCAA infractions case imposing a reduction in scholarships in the sports of MFB (5) and MBB (2) in addition to restrictions on recruiting in both sports.	<input checked="" type="checkbox"/>
3. Availability of facilities, defined as locker room, practice, and competitive facilities	The facilities provided for each of our athletics programs are equitable. While some locker rooms, practice and competitive facilities are older than others, we have recently upgraded the majority of those facilities in need of updating and proceed to work with our coaches on areas for continued improvement.	
4. Scholarship offerings for athletes	All sports are funded at the NCAA maximum (including the provision of the maximum allowable miscellaneous dollars per sport). With the newly passed legislation allowing for student-athletes to receive up to the full cost of attendance, compliance with Prong II: Financial Assistance, serves as one of the primary goals of the UCFAA, Inc. We are currently at a 3% variance for Prong II and working on viable solutions to reduce that number in subsequent years through a roster management analysis to determine necessary adjustments to land within the threshold of a 1% variance in Prong II.	<input checked="" type="checkbox"/>
5. Funds allocated for:		
a) the athletic program as a whole	\$59,379,452.00	
b) administration	Salaries (including coaches and staff) \$17,593,302	

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

c) travel and per diem allowances	Travel is equivalent for men's and women's teams; The per diem distribution for food is consistent between the sports.	
d) recruitment	This area is equivalent in all sports.	
e) comparable coaching	1. The availability of coaching personnel remains equivalent. 2. Coaches of Men's sports and Women's sports have similar years of collegiate coaching experience.	
f) publicity and promotion	The resources allocated to the marketing and promotion of all sports has improved from years past. Our marketing staff has worked with each of the sport programs to identify continued areas of improvement, but resources provided to all teams are equitable.	
g) other support costs	The resources allocated for other support costs include Student-Athlete Welfare and Development, Academic Support, Sports Medicine, and Sport Performance programming. Additionally, we utilize those resources to fund our ticket operations, general administrative planning, IT, and other miscellaneous expenses.	
6. Provision of equipment and supplies	The provision of equipment and supplies is equivalent.	
7. Scheduling of games and practice times	The number of practice opportunities and the length (per week) are governed by NCAA rules. Practice times are based on class schedules with some teams practicing in early morning hours to avoid class conflict and hot weather during the start and end of the school year. The Men's Basketball, Women's Basketball and Volleyball coaches mutually agree on the scheduling of the Arena for practice and regular season contests. The same holds true for our Men's and Women's Soccer programs as they share the same practice and competition facility as well.	
8. Opportunities to receive tutoring	All student-athletes are provided with equal opportunity and access to receive tutoring services.	

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

9. Compensation of coaches and tutors	All student-athletes are provided with equal opportunity and access to quality academic coaches and tutors	
10. Medical and training services	The provisions for medical and training facilities and services are equivalent. The Training Room facility continues to serve as a source of pride for UCF Athletics. The Medical and Training resources are well coordinated and provide excellent service to male and female participants. A full-time trainer is assigned to women's soccer and softball since the injury rate is highest of the women's sports respectively. There are four other satellite training rooms that are used to assist with providing medical and training services to all of our sport programs. We have also added a Director of Sport Performance for our Olympic sport programs to further emphasize the importance of student-athlete welfare, health and safety. The addition of the sport performance staff for Olympic sports has added two more full-time strength coaches solely focused on our Olympic sport programs.	
11. Housing and dining facilities and services	All sport programs have equal access to housing options and dining services on and off campus.	

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Table 2. Sex Equity in Athletics - Areas for Improvement		
Areas for improvement	Program for improvement	Timetable
Facility Upgrades	In the next academic year, we will focus on upgrading facilities for all sports. This will include locker rooms, competition venues, and auxiliary spaces.	This will be a part of our facilities master plan that will be completed in phases. Emphasis on locker room spaces in the Venue and Arena will be the first priority with a projected completion timeline of Summer, 2017. Teams impacted include: Volleyball, Men's and Women's Soccer, Track and Field, Men's and Women's Basketball.
Participation/ Scholarship Allocation	In the next academic year, we will focus on managing rosters for all sports to ensure that each of our sports programs are utilizing all of their allotted scholarships per NCAA rules. Currently, there are unused scholarship dollars and participation opportunities in the sport of Women's Basketball (NCAA maximum scholarship are at 15 and we only used 12). In addition, we will work with our men's and women's sport programs to evaluate where we can provide practical opportunities to comply with the required variance of 1% or less.	2016-17 academic year

Basis for Ensuring Compliance

- ☐ Accommodation of Interest and Abilities
☒ Substantial Proportionality
☐ History and Practice of Expansion of Sports

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

PART V: EMPLOYMENT REPRESENTATION

The Florida Equity Report contains information regarding the achievement of appropriate representation of women and minorities in selected faculty and administrative employment categories. Tables 1-4 are shown below first, then followed by their respective commentary. To determine areas of improvement, UCF utilized the Public, Doctoral-Granting R1 (Highest Research Universities) as a peer group, which was based on the Carnegie Classification and was filtered for institutions with significant enrollment (greater than 10,000). The criteria used to determine whether a category was an area of improvement was as follows: If UCF's rate was less than the peer group's unweighted average rate, then it became an area of improvement.

Table 1. Tenured Faculty

Indicator	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	F	M	Total
Fall 2016	5	103	3	27	35	405	0	1	0	173	406	579
Fall 2015	4	100	3	28	37	412	0	1	0	167	418	585
Percentage Change from Fall 2015 to Fall 2016	25%	3.00%	0.00%	-3.57%	-5.41%	-1.70%	0.00%	0.00%	0.00%	3.59%	-2.87%	-1.03%
Fall 2011	2	94	2	27	35	418	0	1	0	161	418	579
Percentage Change from Fall 2011 to Fall 2016	150%	9.57%	50.00%	0.00%	0.00%	-3.11%	0.00%	0.00%	0.00%	7.45%	-2.87%	0.00%
Area for improvement, compared with national standards? (Check is yes)										X		

Table 2. Tenure-Track Faculty

Indicator	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	F	M	Total
Fall 2016	45	41	0	12	19	165	0	3	0	131	154	285
Fall 2015	38	34	0	9	18	139	0	3	0	108	133	241
Percentage Change from Fall 2015 to Fall 2016	18.42%	20.59%	0.00%	33.33%	5.56%	18.71%	0.00%	0.00%	0.00%	21.30%	15.79%	18.26%
Fall 2011	32	27	1	12	15	119	0	0	0	82	124	206
Percentage Change from Fall 2011 to Fall 2016	40.63%	51.85%	-100%	0.00%	26.67%	38.66%	0.00%	0.00%	0.00%	59.76%	24.19%	38.35%

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Area for improvement, compared with national standards? (Check is yes)				X								
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Table 3. Non-Tenure-Earning Faculty

Indicator	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	F	M	Total
Fall 2016	12	21	1	16	43	423	0	5	0	300	221	521
Fall 2015	14	19	1	17	34	413	0	4	0	282	220	502
Percentage Change from Fall 2015 to Fall 2016	-14.29%	10.53%	0.00%	-5.88%	26.47%	2.42%	0.00%	25.00%	0.00%	6.38%	0.45%	3.78%
Fall 2011	50	21	1	14	37	494	0	4	0	324	297	621
Percentage Change from Fall 2011 to Fall 2016	-76.00%	0.00%	0.00%	14.29%	16.22%	-14.37%	0.00%	25.00%	0.00%	-7.41%	-25.59%	-16.10%
Area for improvement, compared with national standards? (Check is yes)												

Table 4. Executive/Administrative/Managerial

Indicator	NRA	Asian	AI/AN	B	H	W	NH/OPI	>TWO	Unk	F	M	Total
Fall 2016	3	33	2	85	81	575	0	6	2	462	325	787
Fall 2015	3	31	2	77	75	524	0	7	1	410	310	720
Percentage Change from Fall 2015 to Fall 2016	0.00%	6.45%	0.00%	10.39%	8.00%	9.73%	0.00%	-14.29%	100.00%	12.68%	4.84%	9.31%
Fall 2011	3	23	2	66	45	422	0	3	0	327	237	564

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Percentage Change from Fall 2011 to Fall 2016	0.00%	43.48%	0.00%	28.79%	80.00%	36.26%	0.00%	100%	0.00%	41.28%	37.13%	39.54%
Area for improvement, compared with national standards? (Check is yes)												

Effectiveness of the University's Employment Efforts

Tenured Faculty – Table 1:

Compared to the prior year, UCF experienced a 3% increase in tenured female faculty members (167 to 173) and tenured Asian faculty members (100 to 103), and a 25% increase for Non-Resident Aliens (4 to 5) despite its total number of tenured faculty decreasing by 1% and returning to its Fall 2011 total. For Fall 2016, there was a decrease in the number of tenured faculty members who identified as white (412 to 405) and male (418 to 406). Notably, UCF experienced a marginal decrease in tenured Black and Hispanic faculty members (28 to 27, and 37 to 35, respectively) bringing the university to the same number of tenured faculty in these categories as in Fall 2011. As set forth in the table, using comparative national standards, an area in need for improvement is increasing female tenured faculty, who comprised 30% of tenured faculty positions as of Fall 2016. Also, as noted in previous Florida Equity Reports, the university also set a goal to increase the number of tenured Black faculty members, which has not yet been attained.

Tenure-Track Faculty – Table 2:

Compared to the prior year, UCF's tenure-track faculty population increased by more than 18% (from 241 to 285). During this time period, UCF experienced an increase in tenure-track faculty members who identified as Black (9 to 12), Female (108 to 131), Asian (34 to 41), Non-Resident Alien (38 to 45) and Hispanic (18 to 19). Tenure-track faculty members who identified as White (139 to 165) and Male (133 to 154) also increased. American Indian/Alaskan Native and Native Hawaiian/Other Pacific Islander tenure-track faculty members remained at zero. For Fall 2016, females made up 46% of all tenure-track faculty. Although during the prior five-year period, the university experienced an increase in Non-Resident Alien (32 to 45), Asian (27 to 41), Hispanic (15 to 19) and female (82 to 131) tenure-track faculty members, its overall diversity remained at 42% with no increase in faculty members that identified as Black, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander, or two or more races. For Fall 2016, Black tenure-track faculty members made up 4.2% of all tenure-track faculty, which is less than the percentage of Black tenure-track faculty members in Fall 2011 (5.8%). As set forth in the table, using

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

comparative national standards, an area in need for improvement is increasing Black tenure-track faculty members.

Non-Tenure-Earning Faculty – Table 3:

Compared to the prior year, the university increased non-tenure-earning faculty by 3.78% (from 502 to 521). However, compared to Fall 2011, this is a 16.1% decrease of this faculty. Compared to the prior year, the university lost two Asian, two Non-Resident Alien, and one Black faculty member. However, the university experienced an increase in Hispanic faculty members (34 to 43; a 26% increase). During the prior five-year period, although the number of female faculty decreased (324 to 300), female faculty made up 58% of all non-tenure-earning faculty in Fall 2016, which is an increase from Fall 2011 (52%). Also, compared to Fall 2011, there was a significant decrease in the Non-Resident Alien non-tenure earning faculty from 50 to 12.

Executive/Administrative/Managerial – Table 4:

UCF continued to increase and sustain a diversity presence in management occupations in nearly all racial/ethnic categories. Females in this category also experienced an increase (327 to 462). For Fall 2016, females made up 59% of management occupations. Compared to Fall 2011, both Black and Asian managers increased (66 to 85 and 23 to 33, respectively), and there was a significant increase in Hispanic managers (45 to 81).

Overall:

As set forth above, the university continues to have the goal of increasing Black tenured and tenure-track faculty members. Also, as noted above, using comparative national standards, female tenured faculty is also an area in need for improvement.

In last year's Florida Equity Report, the Office of Institutional Equity identified increasing the number of tenured and tenure-track Hispanic faculty members as a goal. For 2015-2016, the number of Hispanic tenured faculty decreased from 37 to 35 (as did the total number of tenured faculty from 585 to 579), but the number of Hispanic tenured-track faculty increased from 18 to 19 (as did the total number of tenure-track faculty from 241 to 285). Over the five-year period, Hispanic tenured faculty remained at 6% of all tenured faculty and 7% of all tenure-track faculty. Therefore, the university retains a goal of increasing the number of tenured and tenure-track Hispanic faculty members in the next academic year.

In last year's Florida Equity Report, the Office of Institutional Equity identified increasing the representation of tenured and tenure-track American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander faculty members as a goal. This goal was not achieved. For 2015-2016, the university experienced no increase in these areas (maintaining three tenured American Indian/Alaska Native tenured faculty members, zero American Indian/Alaska Native tenured faculty members, and zero Native Hawaiian/Other Pacific Islander tenure-track faculty members). Therefore, the university retains a goal of increasing these representations.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

To assist with the University's diversity and inclusion efforts, the Office of Institutional Equity encourages all colleges to advertise national faculty searches in diverse publications such as American Indian Higher Education Consortium, The Journal of Blacks in Higher Education, Asian American Village, Women in Higher Education, Diverse Issues in Higher Education, The Hispanic Outlook in Higher Education, Insight Into Diversity, Blacks in Higher Education, and Hispanics in Higher Education. Colleges also are encouraged to advertise job postings in discipline specific boards and listservs, as well as to share job announcements with colleagues in their respective disciplines. In addition, UCF strives to have diverse search committees who are charged to assist hiring officials with effecting the diversity goals.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

PART VI: AREAS OF IMPROVEMENT AND ACHIEVEMENT

Part VI presents the required information regarding areas of achievement for 2015-16 goals and areas for improvement in 2016-17.

Areas of Improvement Pertaining to Academic Services, Programs, and Student Enrollment	Achievement Report for Areas of Improvement Pertaining to Academic Services, Programs, and Student Enrollment Identified in Previous Report, 2014-15
UCF will continue to maintain or increase protected class members in all degree levels, including increasing Master's, Doctoral and Professional degrees to students that identify as American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander.	UCF met its goal of increasing protected class members in all degree levels. For Bachelor's degrees, UCF increased degrees awarded to students that identified as Asian, Black, Hispanic and two or more races. For Master's degrees, UCF increased degrees awarded to students that identified as Non-Resident Alien, Asian, Black, Hispanic, and two or more races. For Doctoral degrees, UCF increased degrees awarded to students that identified as Asian, Black (doubled from 8 to 16), Hispanic (16 to 26), and two or more races. For professional degrees, UCF increased degrees to students that identified as Black (5 to 9), Hispanic (13-18) and two or more races (3 to 7).
Areas of Improvement Pertaining to Gender Equity in Athletics Identified in 2017	Achievement Report for Areas of Improvement Pertaining to Gender Equity in Athletics Identified in Previous Report, 2014-15
Reduce variances in participation rates and scholarship offerings.	UCF experienced an increase in female student-athletes' participation percentage (from 56.6% to 57% in 2015-16), as well as a slight decrease in the variance from 2.1% to 2.0%. UCF's scholarship offerings variance was 3%. UCF Athletics Association, Inc. will work to bring these variances within 1% over the next three years.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Areas for Improvement Pertaining to Employment Identified in 2017 Report	Achievement Report for Areas of Improvement Pertaining to Employment Identified in Previous Report, 2014-15
<p>Increase the number of tenured and tenure-track Black faculty members, Hispanic tenured and tenure-track faculty members, American Indian/Alaska Native tenured and tenure-track faculty members, Native Hawaiian/Other Pacific Islander tenured and tenure-track faculty members, and female tenured faculty members.</p>	<p>With regard to increasing tenured female faculty members, UCF experienced a 3% increase by adding six tenured female faculty members. However, this remains an area of improvement for the university as female tenured faculty comprised 30% of tenured faculty positions.</p> <p>With regard to increasing Black, Hispanic, American Indian/Alaska Native, and Native Hawaiian/Other Pacific Islander tenured faculty members, UCF experienced a decrease in Black and Hispanic members with Black members continuing to comprise 4% of tenured faculty positions, and Hispanic members continuing to comprise 6% of tenured faculty positions. American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander remained the same (3 and 0, respectively).</p> <p>With regard to increasing Black, Hispanic, American Indian/Alaska Native, and Native Hawaiian/Other Pacific Islander tenure-track faculty members, UCF experienced an increase in Black and Hispanic members with Black members continuing to comprise 4% of tenure-track faculty positions, and Hispanic members continuing to comprise 6% of tenure-track faculty positions. American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander remained the same (zero).</p>

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Part VII: Protected-Class Representation in the Tenure Process

When reviewing the tenure process, each university is required to address: (1) disparities identified from comparing protected-class success rates to the success rates for the majority race, and (2) disparities identified from comparing the success rates of females to the success rate of males. The information regarding representation of females and protected class minorities within the tenure process can be seen in the chart below.

Table 1. Protected-Class Representation in the Tenure Process, 2015-16

Sex, Race/Ethnicity	Applied	Withdrawn	Denied	Deferred	Nominated
MALES					
American Indian or Alaskan Native	0	0	0	0	0
Asian	4	0	0	0	4
Black or African American	0	0	0	0	0
Hispanic	1	1	0	0	0
Native Hawaiian/Other Pacific	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	7	0	0	0	7
Other, Not Reported	0	0	0	0	0
Total Male (Include Other, Not Reported)	12	1	0	0	11
FEMALES					
American Indian or Alaskan Native	0	0	0	0	0
Asian	0	0	0	0	0
Black or African American	0	0	0	0	0
Hispanic	1	0	0	0	1
Native Hawaiian/Other Pacific	0	0	0	0	0
Two or More Races	0	0	0	0	0
White	7	0	0	0	7
Other, Not Reported	0	0	0	0	0
Total Female (Number and Percent) (Include Other, Not Reported)	8	0	0	0	8
	40%	0	0	0	42.1
GRAND TOTAL	20	1	0	0	19

LEGEND:

APPLIED: Faculty whose names have been submitted for tenure review. Sum of Withdrawn, Denied, and Nominated (or provide explanation).

WITHDRAWN: Faculty who withdrew from tenure consideration after applying for review.

DENIED: Faculty for whom tenure was denied during the review process.

NOMINATED: Faculty for whom tenure is being recommended by the University

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

In the 2015-16 promotion and tenure process, the university had a 95 percent (19 of 20) approval rate. The Office of Institutional Equity notes that the one unapproved application for tenure, submitted by a Hispanic male faculty member, was withdrawn prior to a final decision. As to “comparative success” rates, the underrepresented classes had a success rate of 83% (5/6) and white applicants had a success rate of 100% (14/14). Females had a success rate of 100% (8/8) and males had a success rate of 92% (11/12). Hispanics had a success rate of 50% (1/2). Similar to previous years’ reports, there were no Black, American Indian/Alaska Native, or Native Hawaiian/Other Pacific Islander applicants for tenure. As set forth previously in this report, this is in part caused by the lack of Black, American Indian/Alaska Native and Native Hawaiian/Other Pacific Islander tenure-track faculty members.

The University of Central Florida follows the guidelines for academic assignments as outlined in the Board of Trustees – United Faculty of Florida Collective Bargaining Agreement 2015-18.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Part VIII: Promotion & Tenure Committee Composition

Part VIII sets forth information regarding the racial and sex composition of University, College and Department promotion and tenure committees. The information regarding representation of females and protected class minorities on each committee can be reviewed in the chart below.

Table 1: Promotion and Tenure Committee Composition, AY 2015-16

Type of Committee	Black or African American		American Indian/Alaskan Native		Asian		Native Hawaiian or Other Pacific Islander		Hispanic		Two or More Races		White		Other, Not Reported		Total including Other, Not Reported	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
University Committee	0	0	0	0	1	0	0	0	0	0	0	0	5	5	0	0	6	5
COLLEGE OF BUSINESS ADMINISTRATION	0	0	0	0	1	0	0	0	0	0	0	0	3	1	0	0	4	1
Management	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0
COLLEGE OF ENGINEERING & COMPUTER SCIENCE	0	0	0	0	2	1	0	0	0	0	0	0	3	0	0	0	5	1
Civil, Environmental & Construction Eng	0	1	0	0	1	0	0	0	0	0	0	0	7	1	0	0	8	2
Materials Science and Engineering	0	0	0	0	2	0	0	0	0	0	0	0	2	0	0	0	4	0
Computer Science	0	0	0	0	11	3	0	0	1	0	0	0	7	1	0	0	19	4
COLLEGE OF ARTS AND HUMANITIES	0	0	0	0	0	0	0	0	0	0	0	0	6	1	0	0	6	1
History	1	1	0	0	0	1	0	0	1	1	0	0	7	4	0	0	9	7
Visual Arts & Design	2	0	0	0	1	2	0	0	0	1	0	0	13	8	0	0	16	11
Music	0	2	0	0	0	2	0	0	2	1	0	0	16	5	0	0	18	10
English	0	0	0	0	0	0	0	0	0	0	0	0	4	2	0	0	4	2
Modern Languages and Literatures	0	1	0	0	0	0	0	0	2	1	0	0	2	4	0	0	4	6
Philosophy	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	0	2	1
COLLEGE OF HEALTH & PUBLIC AFFAIRS	0	0	0	0	0	0	0	0	0	0	0	0	4	2	0	0	4	2
Legal Studies	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	0	1	2

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

Health Management and Informatics	0	0	0	0	1	1	0	0	1	0	0	0	1	4	0	0	3	5
Criminal Justice	1	0	0	0	0	0	0	0	0	0	0	0	8	3	0	0	9	3
COLLEGE OF NURSING	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	4
Nursing	0	0	0	0	0	0	0	0	0	0	0	0	2	4	0	0	2	4
COLLEGE OF MEDICINE	0	0	0	0	1	0	0	0	0	0	0	0	2	1	0	0	3	1
Biomedical Sciences	0	0	0	0	8	1	0	0	1	2	0	0	6	1	0	0	15	4
Medical Education	0	0	0	0	0	0	0	0	0	0	0	0	5	1	0	0	5	1
Internal Medicine	0	0	0	0	1	0	0	0	0	0	0	0	2	0	0	0	3	0
COLLEGE OF SCIENCES	0	0	0	0	3	0	0	0	0	0	0	0	6	1	0	0	9	1
Physics	0	0	0	0	2	0	0	0	1	0	0	0	6	0	0	0	9	0
Chemistry	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	6	0
Mathematics	0	0	1	0	7	0	0	0	0	0	0	0	9	1	0	0	17	1
Psychology	0	0	0	0	0	0	0	0	1	0	0	0	9	6	0	0	10	6
Political Science	0	0	0	0	0	0	0	0	0	0	0	0	3	1	0	0	3	1
ROSEN COLLEGE OF HOSPITALITY MGMT	0	0	0	0	0	1	0	0	0	0	0	0	1	1	0	0	1	2
Hospitality Services	0	0	0	0	1	1	0	0	0	0	0	0	1	0	0	0	2	1
COLLEGE OF EDUCATION & HUMAN PERFORMANCE	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	0	2	1
Educational and Human Sciences	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	0	2	1
Teaching, Learning & Leadership	1	0	0	0	0	0	0	0	0	0	0	0	2	5	0	0	3	5
Child, Family and Community Sciences	1	2	0	0	0	0	0	0	1	2	0	0	3	6	0	0	5	10
GRAND TOTAL	6	7	1	0	43	13	0	0	11	8	0	0	161	78	0	0	222	106

Faculty members elect committee representatives from among the tenured faculty to serve on departmental and college committees, as well as the University committee. For 2015-16, the University Committee was comprised of eleven members: six males, five females; ten whites, and one Asian. No other races were represented on the University committee.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

A review of the department committees' composition demonstrated that five departments had no female representation in 2015-16. Non-female representation may be attributed to a number of factors including a comparative lack of tenured female faculty. Compared to the previous year, the number of departments with Black faculty members increased from three to eight. One department committee included an American Indian/Alaska Native faculty member. Compared to the previous year, the number of departments with Hispanic faculty members decreased by 50% from ten to five. The number of Asian faculty members increased from eight to 12. Almost half (12/26) of the departmental committees included Asian faculty members.

A review of the college committees' composition demonstrated that all college committees had female representation for 2015-16. Asian and white faculty members comprised the college committees. Compared to the previous year, the two Hispanic faculty members were replaced by either white or Asian faculty members. No other races were represented on the college committees.

Overall, of the 328 committee members, 239 were White, 56 were Asian, 19 were Hispanic, 13 were Black (more than double the amount set forth in UCF's previous year's report), and one was an American Indian/Alaska Native faculty member. The number of Asian faculty committee member representation has increased by more than 50% (20 to 56). Hispanic faculty committee members declined by one.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

PART IX: OTHER REQUIREMENTS

A. Budget Plan

The University of Central Florida's 2015-2016 Budget Plan includes specific strategies and a budget allocation that support diversity and inclusion. In addition to funds that support all the programming and events set forth in the report by the Division of Student Development and Enrollment Services (Attachment C), the Provost's Office developed the Targeted Opportunity Program (TOP) Inclusive Excellence (IE) Program in 2015-2016 as a replacement to the previously administered Diversity Enhancement Program. The TOP IE Program provided funding to hire tenured or tenure-track faculty members. The goal of this program was to increase diversity at UCF and to attract underrepresented faculty members in academic disciplines where underrepresentation was indicated. For 2015-2016, this program was utilized for the hiring of three Black faculty members.

Procedure: Each TOP IE Program line is funded 100% (up to \$100,000) by the Division of Academic Affairs for three years and 50% (up to \$50,000) in years four and beyond. The number of positions budgeted since the TOP IE Program began in 2015-2016 was 20. There was no pre-determined allocation to the units. Rather, units apply at their will when strong candidates are identified and the unit does not have a tenure track or tenured position available for which the candidate is qualified. When a unit identifies a candidate for the TOP IE Program, the candidate applies to UCF via a unique TOP IE Program job posting site. The Department of Human Resources confirms that the candidate meets eligibility requirements. The Office of Institutional Equity then prepares an under-representation analysis using standard accepted techniques. Specifically, the faculty representation in each discipline at the relevant levels are compared with appropriate national availability factors. Disciplines with documented under-representation of protected classes are identified as disciplines meriting special attention for corrective action under the program. TOP IE Program candidates also undergo review by at least one Pegasus professor (i.e., a senior UCF scholar who has been recognized by UCF as exemplary in teaching, research, and service) who evaluates the candidate's credentials to ensure the strength of the candidate in terms of the university's teaching, research, and service missions.

Criteria for hires: Eligible TOP IE Program applicants are required to be U.S. citizens or permanent residents who are strong scholars, seek a tenured or tenure-track faculty appointment in an academic discipline, and address a defined area of underrepresentation. All faculty members hired under this program must have strong credentials to meet the criteria for promotion and tenure on the normal schedule for faculty advancement. Thus, appropriate faculty review procedures (e.g., tenure with hire) are required during the appointment process. Final approval for hire rests with the Provost and Executive Vice President based upon all factors mentioned above. The Provost supported the university's equity goals to increase faculty diversity and reduce significant underrepresentation of protected groups and females with a commitment of \$288,000 for the 2015-2016, and \$958,000 for the 2016-2017 fiscal years for the TOP IE Program.

Florida Educational Equity Act 2017 Report
University of Central Florida
Data Year 2015-2016

B. President's Evaluation

President John Hitt included "to become more inclusive and diverse" in his five University goals shortly after assuming the presidency in 1992. The Board of Trustees' annually evaluates President Hitt's performance. For 2015-16, the Board's assessment was outstanding overall with his highest ratings being in the categories of administrative leadership, academic leadership, vision for the university, personal characteristics, and relationship with the board.

C. Top Administrators' Evaluations

Top administrators have equity accomplishments evaluated in their annual performance appraisals. The President's evaluations of the Vice Presidents that report to him are summarized as follows:

- Executive Vice President & Provost: outstanding performance
- Vice President and Chief of Staff: outstanding performance
- Vice President and General Counsel: outstanding performance
- Vice President for Information Technologies & Resources: outstanding performance
- Vice President for Medical Affairs: outstanding performance
- Vice President for Research: satisfactory performance
- Vice President of Administration & Finance: outstanding performance
- Vice President of Advancement/Alumni Affairs: outstanding performance
- Vice President of Communications & Marketing: outstanding performance
- Vice President of Community Relations: outstanding performance
- Vice President of Student Development and Enrollment Services: outstanding performance
- Vice President of University Relations: outstanding performance

University of Central Florida
Florida Equity Report
Report Year: 2017
Data Year: 2015-16

Attachment A

UCF-3.001 Non-Discrimination; Affirmative Action Programs.

(1) The University shall actively promote equal opportunity policies and practices conforming to federal and state laws against discrimination. The University shall not discriminate in offering access to its educational programs and activities or with respect to employment terms and conditions on the basis of race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, gender expression, and veteran status (as protected under the Vietnam Era Veterans' Readjustment Assistance Act). This commitment applies to the University's relationships with outside organizations, including the federal government, the military, ROTC, and private employers, only to the extent of state and federal requirements.

(2) It is the policy of the University that each employee and student be allowed to work and study in an environment free from unlawful discrimination, including harassment, and retaliation.

(a) For purposes of this regulation, unlawful discrimination is defined as treating an individual differently than similarly situated other individuals based on a protected category (such as race, color, religion, et al).

(b) Unlawful harassment is a form of unlawful discrimination wherein an individual is subjected to verbal or physical conduct, based on a protected category (such as race, color, religion, et al), which, due to severity and pervasiveness of the conduct, (i) has the purpose or effect of creating an objectively intimidating, hostile or offensive work, educational or business environment; and (ii) has the purpose or effect of unreasonably interfering with an individual's employment, schooling, or business with the University.

(c) Retaliation is defined as taking an adverse action against an individual because that individual, in good faith: (i) reported or threatened to report discrimination or harassment; or (ii)

participated in any capacity, including as a witness or complainant, in a discrimination investigation or proceeding.

(d) Gender identity is defined as an individual's self-perception of being male, female, or both. Gender expression is defined as the manifestation of an individual's self-perception of being male, female, or both.

(3) Sexual harassment is a form of sex discrimination. Sexual harassment is defined as unwelcome sexual advances, or requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

(a) Submission to such conduct or request is made either explicitly or implicitly a term or condition of an individual's employment or academic achievement;

(b) Submission to or rejection of such conduct or request by an individual is used as the basis for employment or academic decisions affecting such individual; or

(c) Such conduct or request has the purpose or effect of both unreasonably interfering with an individual's employment or academic performance and creating an intimidating, hostile, or offensive work or academic environment.

(4) Disciplinary Action.

(a) Any employee or student of the University who is found to have unlawfully discriminated against an employee, an applicant for employment, or a student will be subject to disciplinary action up to and including dismissal or expulsion. Any contractor or other visitor to the University who is found to have engaged in unlawful discriminatory or retaliatory conduct in violation of this regulation will be subject to removal from University facilities and may be denied reentry.

(b) Any employee in a supervisory capacity or student in a position of authorized influence who has actual knowledge by direct observation or by receipt of a complaint of

discrimination involving any of those employees he or she supervises or over whom he or she has authority, and who does not investigate or report the matter to an appropriate university official with authority to take action with regard to the matter, shall be subject to disciplinary action up to and including dismissal or expulsion.

(5) Complaint and Grievance Procedures. Any employee, student, contractor or visitor who believes that he or she is a victim of unlawful discrimination, including harassment, or retaliation may take formal or informal action. The individual may report the conduct to his or her supervisor or a higher level for further action; pursue informal resolution of the complaint; or may file a formal written grievance in accordance with Regulation UCF-3.0134. The Office of Equal Opportunity and Affirmative Action Programs is available to assist employees, students, contractors and visitors in reporting discriminatory conduct, informally resolving a complaint, or filing a formal grievance.

(6) The University, in affirming equal opportunity practices, is committed to a continuing program of promotion and maintenance of an affirmative action program. The University, as a federal contractor, is required by law to maintain a current affirmative action plan for the University. For further information about that plan, contact the Office of Equal Opportunity and Affirmative Action Programs, University of Central Florida, Orlando, Florida 32816.

Authority: BOG Regulation 1.001. History—New 10-8-75, Amended 1-10-82, 1-9-83, 12-27-83, 12-27-84, Formerly 6C7-3.01, Amended 3-27-86, 1-6-93, 3-16-03, 11-07-07, 07-10-08. Formerly 6C7-3.001, Amended 3-25-00, 1-3-11.

UCF-3.0134 Grievances Alleging Discrimination.

(1) This regulation outlines the procedures to be used for processing grievances alleging unlawful discrimination or retaliation. Federal and state laws protect employees, students, and invitees against discrimination. University policies have been developed to explain that protection and to offer solutions when discrimination is alleged on the basis of race, sex, national origin, religion, disability, age, veteran status, marital status or parental status.

(2) The Discrimination Grievance Procedure is the university procedure for addressing discrimination based on sex, race, national origin, religion, disability, age, veteran status, sexual orientation, marital status, or parental status. It responds to the University's obligations under various laws to provide equal opportunity in employment and programs and to provide access. A list of statutory and regulatory authorities is maintained on the EO/AA Office's homepage.

(3) Processing Grievances Alleging Discrimination.

(a) When an allegation of unlawful discrimination or retaliation is involved, the individual may elect to submit a written grievance under this procedure. Unless specifically prohibited by the terms of an applicable collective bargaining agreement, the grievant may submit a grievance directly to the university's Office of Equal Opportunity and Affirmative Action (EO/AA). A representative of that office will communicate with those involved in the grievance.

(b) An employee grievance submitted through other grievance procedures but which alleges discrimination will be submitted to the Director of EO/AA.

(c) Where a grievance is submitted to EO/AA, the grievant will be notified in writing of the findings of the investigation. Findings from this procedure may be considered in an employee grievance initiated under other procedures, but no grievance will be processed through more than one university administrative forum.

(d) Reports of discrimination or retaliation will be reviewed and resolved appropriately. Reports are differentiated from grievances alleging discrimination. Reports are defined as information conveyed directly to EO/AA, or to that office from another university representative receiving information. An individual using that format may forego an individual remedy in favor of a generalized corrective action or may describe a situation that does not meet the definition of discrimination or retaliation.

(4) Unlawful Retaliation. Federal and state laws protect every individual who files a discrimination grievance, or assists in the investigation, from acts of retaliation. Retaliation is defined as adverse actions taken against an individual who files or assists with a discrimination grievance.

(5) Substantiated discrimination grievances or retaliation grievances will be addressed with appropriate corrective action. EO/AA will inform the President, Provost, or appropriate Vice President when an investigation concludes with findings of unlawful discrimination or retaliation. The President, Provost, or appropriate Vice President will take steps to implement actions that will correct the unlawful discrimination or retaliation. These include but are not limited to changes in regulations, policies, or procedures; discipline administered through standard procedures; changes in the grievant's status to achieve a non-discriminatory environment; or other remedies deemed appropriate.

Authority: BOG Regulation 1.001. History—New 12-27-83, Formerly 6C7-3.134, Amended 1-6-93, 4-23-03; Formerly 6C7-3.0134, Amended 5-18-09.

UCF-5.006 Student Rights and Responsibilities

(1) Student Rights. Upon enrollment, students are entitled to the following freedoms and rights, provided the exercise thereof is accomplished in accordance with University procedures and does not result in disruption or disturbance as elsewhere described in the Regulations.

- (a) Participation in Student Government Association and its elective process.
- (b) Membership in Student Organizations.
- (c) Freedom of expression. The basic freedoms of students to hear, write, distribute, and act upon a variety of thoughts and beliefs are guaranteed. Freedom of expression carries with it the responsibility for seeing that the essential order of the University is preserved.
- (d) Freedom to hold public forums. The University desires to create a spirit of free inquiry and to promote the timely discussion of a wide variety of issues, provided the views expressed are stated openly and are subject to critical evaluation. Restraints on free inquiry are held to a minimum and are consistent with preserving an organized society in which peaceful, democratic means for change are available. Guest lecturers or off-campus speakers sponsored by student groups may appear on the UCF campus following arrangements with the designated University authority for such appearances.
- (e) Freedom to hear, write, distribute, and act upon a variety of thoughts and beliefs. This freedom is subject to the following regulations:
 - 1. Written materials identified by authorship and sponsorship may be sold or distributed on campus within the guidelines of propriety and responsible journalism as established and supervised by the University Board of Publications which is appointed by the President or designee. The distribution of such material, as is arranged by the Director of Office of Student Involvement, is permissible for student organizations provided steps have been taken to preserve the orderliness of the campus.
 - 2. Non-university or off-campus printed materials shall not be distributed or circulated by students or student organizations without first being stamped by the office of the Director of the Office of Student Involvement.
 - 3. The distribution of materials or circulation of petitions to captive audiences such as those in classrooms, at registration, in study areas or in

residential units is not allowed without prior permission. Such permission may be requested from the appropriate university official.

- (f) Peaceful assembly. Student gatherings must neither disrupt or interfere with the orderly educational operation of the institution, nor violate state or local laws, or University regulations.
- (g) Fair and impartial hearing. These matters shall include, but not be limited to:
 - 1. Disciplinary proceedings involving alleged violation of academic and nonacademic regulations.
 - 2. Refunds and charges. The status of a student charged with a violation of University regulations shall not be affected pending final disposition of the charges except in the case of administrative action. For specific procedures and rights of students during the student conduct process, see later section entitled "Student Conduct Review Process."
- (h) Confidentiality of student records. Each University office and agency which generates, collects, and disseminates information on students must follow the guidelines for confidentiality of those records in their possession. For further information see "Student Record Guidelines."

(2) 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) 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.

(4) Medical Emergencies. The University of Central Florida highly encourages students and student organizations to call for medical assistance whenever an individual experiences severe intoxication or serious injury after consuming alcohol and/or drugs. Students and student organizations may be reluctant to call for help for themselves or others due to potential involvement from the UCF Police Department or the Office of Student Conduct. Due to the serious or life-threatening nature of these medical emergencies, the University of Central Florida urges students to contact emergency medical services or the UCF police department if alcohol-related 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.

(5) 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 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 (SOC Team), a multidisciplinary group that reviews potential concerns presented by the UCF community regarding student behavior. The SOC 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 Director of Student Rights and Responsibilities.
- (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 the University Crisis Team, Mandated Assessment Procedure, and Involuntary Withdrawal Procedure.

(6) University Crisis Team. The University may refer students who are viewed to be engaging in behavior(s) that poses risk 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 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 composed of the following persons and/or their designee(s): Student Health Services Director, Counseling and Psychological Services Director, Chief of UCF Police Department, Director of the Office of Student Rights and Responsibilities, Student Care Services Assistant Director, Office of Student Conduct Director, Associate Dean for Academic Services, and the Director of Housing and Residence Life.
- (b) Various campus units may enlist the services of the 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, 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 Director and the Counseling and Psychological Services Director on the Crisis Team will be consultative in nature. When possible, the Student Health Services Director and the Counseling and Psychological Services Director will not confer on a case for which they are (or have been) serving in a direct provider relationship with the involved student. When the involved student has been a client at UCF Counseling and Psychological Services, the Counseling and Psychological Services Director or designee will maintain the confidentiality of the student's clinical information and will make recommendations for action based solely upon the information provided in the meeting.

(7) 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, 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 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 counselor or 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 medical health professional conducting the assessment with background information relevant to the reason for the mandated assessment. The Director of OSRR or designee will require proof of participation for the mandated assessment with a licensed mental health professional and/or proof of a physical assessment with an appropriate medical provider. The student must meet with Student Care Services within two weeks (10 business days) to complete a follow up appointment. Student must provide proof of assessment within four weeks (20 business days) or prior to return to the university (in the event a student withdraws for the remainder of the semester or is placed on Medical Withdrawal). Failure to comply may result in disciplinary action or the convening of the University Crisis 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 Director of OSRR or designee may initiate one or both of the following:
 - 1. Interim Suspension followed by initiating the Student Conduct Review process;
 - 2. Convening of the University Crisis Team to consider the initiation of the Involuntary Withdrawal Procedure.

(8) 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 Director of OSRR or designee upon appropriate notification and consultation from the University Crisis Team and the Associate Vice President & Dean of Students or designee.

- (a) This notification is received in the form of an incident report to the Office of Student Rights & Responsibilities, or a psychiatric evaluation filed with the UCF Police Department. The student will be withdrawn if the Director of OSRR or designee concludes, on the basis of preponderance of evidence that the student engages or threatens to engage in behavior that may:
 - 1. Pose a significant danger of causing harm;
 - 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 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 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 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 proceeding, the team shall make a recommendation to the Director of OSRR or designee whether to withdraw the student, reinstate the student, or reinstate the student with conditions.
 - (d) The Director of OSRR or designee will make a final decision regarding the student's enrollment status and notify the student in writing within 24 hours of the Crisis 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 committee and to discuss them.
 3. The opportunity to present relevant information for consideration of his/her case personally, or by a health professional working with that student, if the student is not capable of self-representation.
 4. The opportunity to have an advisor of the student's own choice accompany the student.
 5. The right to appeal.

- (f) In the event a student disagrees with the decision of the Director of OSRR or designee, the student may appeal the finding. The appeal must be made in writing to the 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 Committee for re-consideration. The Vice President's decision will be considered final agency action.
- (g) Upon being withdrawn, the student may no longer enroll in classes, may not be an active member of a registered Student Organization, may no longer use University facilities, must vacate University owned 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 Director of OSRR or designee with documentation from an appropriate healthcare provider of their choice who has conducted a proper assessment of the student and concluded that the student does not pose a serious threat to others. In cases where the Director of OSRR or designee has imposed other conditions for readmission, it is the responsibility of the student to provide documentation of compliance with such conditions.
- (i) A student who is not involuntarily withdrawn may be subject to conditions to continue enrollment at the University. In such cases, the student will be provided with a written summary of conditions and must meet all conditions in order to maintain student status. A student who fails to meet such conditions will be subject to involuntary withdrawal by the Director of the Office of Student Rights & Responsibilities or designee, or will be subject to charges through the University's Student Conduct Review Process for failure to comply.
- (j) The current medical withdrawal process should not be used to handle withdrawals related to mental health issues where an imminent threat to the community is

evident or a violation of the Rules of Conduct has allegedly occurred. However, a student could choose to pursue a medical withdrawal within six (6) months of the end of the semester. As a general principle, the regular Student Conduct Review Process and its policies and practices are preferred in serious instances of misconduct, without regard to whether there might be mental health issues present. The procedures and specifications given in this regulation are to be employed in those extraordinary situations in which, in the judgment of the appropriate administrative officers, the regular Student Conduct Review Process is not applicable or cannot be applied.

(9) Title IX Policy, Procedure, and Resources.

- (a) The University of Central Florida is committed to fostering an environment in which all members of our campus community are safe, secure, and free from sexual misconduct, and/or interpersonal violence listed and defined in the 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.
- (d) The University of Central Florida encourages any faculty, staff, student or non-student who thinks that he or she has been subjected to sexual misconduct and/or

interpersonal violence by another student, member of the faculty or staff, or campus visitor or contractor, to immediately report the incident.

- (e) 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.
- (f) Rights of the Complainant and the Respondent. 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 Title IX investigation process and the student conduct review process 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 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 Title IX investigative process and student conduct review process. In addition, 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 interim protective measures and shall be notified of available assistance at the University.
 - 3. 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. 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.
6. Both the Complainant and Respondent will have equal opportunity to present relevant parties and other information during the Title IX investigative process and the student conduct review process. The relevancy of proposed questions will be determined by the conduct officer or hearing body.
7. The Complainant may not have irrelevant past conduct, including sexual history, discussed during the hearing. The issue of relevancy shall be determined by the conduct officer or the hearing body.
8. Both the Complainant and the Respondent will be provided access to participate in the entire formal hearing in person, via videoconference, 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.
10. 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.
11. Both the Complainant and Respondent will be informed, concurrently and in writing, of the outcome of the student conduct review process and the outcome of the appeal process. 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.

12. Both the Complainant and the Respondent have the right to appeal the outcome of the Student Conduct Review Process on the basis outlined in the Student Conduct Appeals section UCF-5.010 and UCF-5.013.
 13. Both the Complainant and Respondent will be given periodic status updates throughout the Title IX investigative process and the student conduct review process.
- (g) Administrative hearing officers and panel members who hear cases of sexual misconduct and/or interpersonal violence – including sexual assault, sexual harassment, relationship violence, and stalking (sex-based) – receive 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.

UCF-5.007 Office of Student Conduct; Scope, Definitions; Student Conduct Records

(1) Scope

- (a) The Rules of Conduct shall apply to all undergraduate students, graduate students and students pursuing professional studies, including those attending its regional campuses and/or off campus instructional sites. The Rules of Conduct shall be deemed a part of the terms and conditions of admission and enrollment of all students. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida. The Rules of Conduct apply to student conduct and will not be used to impose discipline for the lawful expression of ideas. Specific restrictions on time and place of meetings and assemblies are found in other University regulations or policies.
- (b) These Rules of Conduct apply to all student conduct that occurs on University premises, as defined below; or at activities officially approved by the University of Central Florida or which are sponsored or conducted by University groups and organizations, regardless of location.
- (c) Off-Campus Conduct. The University may take action against a student for off-campus conduct if the conduct is specifically prohibited by law or the Rules of Conduct; or if the conduct poses (or demonstrates that the student's continued presence on University premises poses) a danger to the health, safety or welfare of the University community; or if the conduct is disruptive to the orderly processes and functions of the University.
- (d) Failure to comply with duly established laws or University regulations may subject violator(s) to appropriate civil authorities.

(2) Authority

- (a) The Florida Board of Governors Regulation 6.0105 requires each university to establish a Student Disciplinary System, including a code of conduct, to apply to student disciplinary proceedings.
- (b) These regulations are designed to ensure fairness and due process in student disciplinary proceedings.

- (c) Generally, authority necessary to enforce the student conduct regulations is vested in the Vice President for Student Development and Enrollment Services or designee. Selected functions of this authority are shared with faculty, staff and students. Some functions of student conduct administration are assisted through review boards or committees.

(3) Violations of Law and Rule of Conduct Violations. A student who commits offenses against the laws of municipalities, states, or the United States, is subject to prosecution by those authorities and may be subject to disciplinary action under University rules when the conduct violates institutional standards. Student shall not be forced to present self-incriminating evidence; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal case. The student conduct review process is not a criminal or judicial proceeding and is designed to address student behavior; therefore, alleged violations of the Rules of Conduct will be addressed independently of any penalty imposed by the courts for the criminal offense.

(4) Definitions

- (a) The term “Academic Integrity Panel” is comprised of 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.
- (5) Student Conduct Records
- (a) Maintenance of Records. A student’s conduct case record will be maintained in the Office of Student Conduct. The case record of a student found responsible for charge(s) against them, with sanctions less than suspension or expulsion, will generally be maintained in the Office of Student Conduct for seven years from the calendar year of record, after which they are destroyed. The case record of a student who has been placed on Disciplinary Suspension or Expulsion will be permanently maintained as official records by the Office of Student Conduct.

- (b) Release of Records. The release of student disciplinary records will be governed by applicable federal and state laws regarding the privacy of educational records.
- (6) Evaluation of Student Conduct Review Process. The Student Conduct Review Process will be evaluated periodically by a committee, which shall be composed of students and staff members of the university.

Authority: BOG Regulations 1.001 and 6.0105. History - Formerly 6C7-5.0041, New 6-18-09. Amended 9-5-13, 11-20-14, 10-29-15, 7-28-16.

UCF-5.008 Rules of Conduct

The following defined and described actions include, but are not limited to, conduct for which disciplinary action may be taken at the University of Central Florida. Students and organizations are responsible for the observation of all University policies and regulations. Each student is expected to abide by these rules of conduct, and administrators are expected to enforce them. These Rules of Conduct should be read broadly and are not designed to define prohibited conduct in exhaustive terms. Additional rules and regulations may be revised during the year; announcements will be made on adoption of the changes or additions. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida. The Rules of Conduct apply to student conduct and will not be used to impose discipline for the lawful expression of ideas.

(1) Academic Misconduct

- (a) Unauthorized assistance: Using or attempting to use unauthorized materials, information or study aids in any academic exercise unless specifically authorized by the instructor of record. The unauthorized possession of examination or course related material also constitutes cheating.
- (b) Communication to another through written, visual, electronic, or oral means. The presentation of material which has not been studied or learned, but rather was obtained through someone else's efforts and used as part of an examination, course assignment or project.
- (c) Commercial Use of Academic Material: Selling notes, handouts, etc. without authorization or using them for any commercial purpose without the express written permission of the University and the Instructor is a violation of this rule.
- (d) Falsifying or misrepresenting your academic work.
- (e) Plagiarism: Whereby another's work is used or appropriated without any indication of the source, thereby attempting to convey the impression that such work is the student's own.
- (f) Multiple Submissions: Submitting the same academic work for credit more than once without the express written permission of the instructor.
- (g) Any student who knowingly helps another violate academic behavior standards is also in violation of the standards.

(2) Possessing and/or Providing False and Misleading Information and/or Falsification of University Records

- (a) Withholding related information, or furnishing false or misleading information (oral or written) to University officials, university and non-university law enforcement officers, faculty or staff.
- (b) Possession, use or attempted use of any form of fraudulent identification.
- (c) Forgery, alteration or misuse of any University document, material, file, record or instrument of identification.
- (d) Deliberately and purposefully providing false or misleading verbal or written information about another person.
- (e) Falsification, distortion, or misrepresentation of information during an investigation, the student conduct review process, including knowingly initiating a false complaint.

(3) Disruptive Conduct

- (a) An act that impairs, interferes with, or obstructs the orderly conduct, processes, and functions of the University or any part thereof or the rights of one or more individuals.
- (b) Any act which deliberately impedes or interferes with the normal flow of pedestrian and vehicular traffic.
- (c) An act which tampers with the election(s) of any University student organization or group including major violations of the SGA Election Statutes.
- (d) Misuse of any University safety equipment, firefighting equipment, or fire alarms.
- (e) An act which deliberately interferes with the academic freedom or the freedom of speech of any member or guest of the University community.
- (f) A false report of an explosive or incendiary device, which constitutes a threat or bomb scare.
- (g) Breach of peace: an act, which aids, abets, or procures another person to breach the peace on the University premises or at University sponsored/related functions.
- (h) Failure to comply with oral or written instruction from duly authorized University officials (i.e. faculty, staff, administration, residence hall staff) acting within the scope of their job duties or law enforcement officers acting in the performance of

their duties, including failure to identify oneself to these persons when requested to do so.

- (i) Failure to produce identification upon request by a University official (i.e. faculty, staff, administration, residence hall staff), acting within the scope of their job duties or law enforcement officers acting in the performance of their duties.
- (j) Hindering or interfering with the student conduct review process by failing to obey the notice from a university official to appear for a student conduct meeting or hearing; and/or attempting to discourage an individual's proper participating in, or use of, the student conduct review process.

(4) Harmful Behavior

- (a) Physical harm or threat of physical harm to any person. This harmful behavior policy may not apply in those instances where it is found that a student is acting in self-defense.
- (b) Verbal or written abuse, threats, intimidation, coercion and/or other conduct that endangers the health, safety, or wellbeing of others, or which would place a reasonable person in fear of bodily injury or death. This definition, however, shall not be interpreted to abridge the rights of the University community to freedom of expression protected by the First Amendment of the United States Constitution and any other applicable law.
- (c) Harassment: defined as conduct (including written or electronic communication) based on a protected category (such as race, color, religion, national origin, gender equity, et al), which, due to the severity and pervasiveness of the conduct and its targeted nature on the basis of a protected category, (i) has the purpose or effect of creating an objectively intimidating, hostile or offensive educational or work environment; and (ii) has the purpose or effect of unreasonably interfering with an individual's employment, schooling, or business with the University. Harassment under this provision is conduct (verbal or physical behavior) that would constitute harassment under federal or state civil rights laws or under University Regulation (UCF-3.001).
- (d) Bullying: Defined as behavior of any sort (including communicative behavior) directed at another, that is severe, pervasive, or persistent, and is of a nature that would cause a reasonable person in the target's position substantial emotional

distress and undermine his or her ability to work, study, or participate in University life or regular activities, or which would place a reasonable person in fear of injury or death.

- (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 stop 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.
 - 2. Consent is an affirmative act 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. Lack of protest or resistance is not consent. Silence is not consent.

- a. Responsibilities - It is the responsibility of 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 intoxicated does not relieve an initiator of a sexual act from obtaining consent.
- c. Incapacitation - 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 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 is not indicator of consent for any current or future sexual encounter.

- e. Scope of Consent - Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
- (b) Sex Harassment: Conduct that would constitute sexual harassment under federal or state civil rights laws or under University Regulation UCF-3.001; 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) 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.
- (d) Voyeurism: Trespass, spying, or eavesdropping for the purpose of sexual gratification.
- (e) Solicitation of a Minor: soliciting sexual acts from a minor by oral, written, or electronic means.
- (f) Child Pornography: possessing, producing or the dissemination of child pornography
- (g) Relationship Abuse: 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.
- (h) 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) 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.
- (j) 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 of 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 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 intoxicated student may be exempt from disciplinary action for violations of the Rules of Conduct Section 10 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).

(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 subsections a, b, & c; however, exemption for other Rules of Conduct violations may not be granted. The Director of the Office of Student Conduct reserves the right to review each incident individually to determine whether the student will be exempt from disciplinary action. The Director of the Office of Student Conduct maintains the right to recommend additional requirements for students who are referred for assessment and fail to meet the requirements of their assessment. For subsequent incidents, appropriate interventions will be handled on a case by case basis.
3. Students who seek medical assistance on behalf of another intoxicated student may be exempt from disciplinary action for violations of the Rules of Conduct Section 11 subsections a, b & c. However, exemption for other Rule of Conduct violations may not be granted.
4. For parental notification regarding medical transports for alcohol-related incidents, refer to the Parental Notification Policy in the on the Office of Student Conduct website: <http://osc.sdes.ucf.edu/notification>.
5. Additional information regarding alcohol emergencies can be found through the Office of Student 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 ticket, order, or any interest in a scheme of chance by whatever name on University premises or at any affair sponsored by a student or student organization.
- (c) Wager on a University team or organization in a competition, with a direct influence in the success of the competition.

(16) University Student Residence Violations. Violation(s) of any Department of Housing and residence Life policy, rule or regulation published in hard copy or available electronically via Department of Housing and Residence Life website.

(17) University Wordmark Violations. Unauthorized use of the official University wordmark, Pegasus, monogram, seal, or other graphic identity symbol.

(18) Violation of Local, State, and/or Federal Laws. Violation of any local, state and/or federal law that may result in a felony or misdemeanor.

Authority: BOG Regulations 1.001 and 6.0105. History – Formerly 6C7-5.0042, New 6-18-09, Amended 7-19-12, 9-5-13, 11-20-14, 10-29-15, 7-28-16.

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, the Director of the OSC or designee, upon notifying the VP of SDES, may take immediate action to resolve the situation by placing the student on interim suspension. Such action is subject to review at a hearing within three (3) business days by the VP of SDES or designee to determine the status of the interim suspension. The outcome of an interim suspension hearing shall remain in effect until the final disposition of formal charges resulting from the circumstances of the case, unless the VP of SDES or designee shall decide otherwise.

- (a) The Director of the OSC will refer all information warranting disciplinary action to the Office of Student Conduct. The Office of Student Conduct will send written notification to the charged student indicating the nature of the activity in question and what university rules were allegedly violated.
- (b) Upon receipt of an incident report the Office of Student Conduct has six months to charge a student with a violation of the Rules of Conduct. The Office of Student Conduct may exercise discretion when applying the time provision to account for circumstances that warrant a waiver of the six month time limit from the date of discovery.
- (c) Students charged with alleged violations of the Rules of Conduct will receive notice to attend a required preliminary conference with the Office of Student Conduct to discuss the charges. If the student fails to attend that conference, a hold may be placed on the student's record, preventing them from registering for future classes until the matter is resolved. Students who leave the university or withdraw from a class before a disciplinary matter is resolved may be prohibited from future enrollment until such time as the matter is resolved. The student will receive information regarding the student conduct review process, including the student's rights during the process, an opportunity to inspect and/or review the information known at the time charges are prepared, and notice on how to contact the Student Government Association Judicial Advisor. At the conclusion of the meeting, the

Office of Student Conduct recommends an option for resolution of the disciplinary charges. These options are dismissal, mediation, informal hearing, or formal hearing.

(2) Options for Resolution of Disciplinary Charges

- (a) Case Dismissal: The Director of the 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 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 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 officer prior to the allotted three (3) business days, the assigned hearing officer shall remain as scheduled.
2. At hearings conducted by an administrative hearing officer, an Office of Student Conduct staff member shall act as an advisor to the administrative hearing officer. The Director of the OSC or designee shall receive the administrative hearing officer's proposed finding(s) as to "in violation" or "not in violation" of the Rules of Conduct, and consider any sanctions proposed by the administrative hearing officer.
3. The Director of the OSC or designee may accept the proposed finding(s) of "in violation" or "not in violation" or remand the case for rehearing. If the

- Director of the OSC or designee accepts the proposed finding(s) of “in violation,” they may approve, mitigate or increase the sanctions proposed by the administrative hearing officer.
4. Any decision by the Director of the OSC or designee to alter sanctions or 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.

(4) Student Rights in the Student Conduct Review Process.

The following rights shall be explained to each charged student prior to the commencement of any formal disciplinary hearing:

- (a) The charged student shall be afforded reasonable written notice, at least five (5) business days prior to the formal hearing, unless waived in writing. Written notice sent to the charged student's electronic and/or physical address listed in the Registrar's records shall constitute full and adequate notice. Written notice shall include:
 1. The student's name and address.
 2. Date, time and location and nature of the proceeding of the formal hearing.
 3. The rule(s) of conduct allegedly violated as known at the time formal charges are prepared.
 4. Names of potential witnesses known at the time formal charges are prepared.
 5. A description of any written or physical documentation known at the time charges are prepared.
- (b) The student may have, at his or her own expense and initiative, an advisor present at the hearing. It is the student's responsibility to make appropriate arrangements for the advisor to attend the hearing, and the hearing shall not be delayed due to scheduling conflicts of the chosen advisor. The advisor may be present to advise the student but shall not speak for or present the case for the student or otherwise participate directly in the proceeding. A student organization may consult with their advisor at any time during the hearing. This consultation must take place in a manner that does not disrupt the proceedings. A student organization's advisor must not be connected to the actual conduct case or a related case. In addition, an advisor may not serve as a witness. If the advisor does not adhere to their defined role in

the student conduct review process, they may be removed from the hearing. The Office of Student Conduct shall maintain a list of impartial advisors and resources available to the student.

- (c) All hearings shall be conducted on the basis that the charged student is not in violation until the preponderance of evidence proves otherwise. At a hearing, the technical rules of evidence applicable to civil and criminal cases shall not apply. The burden of proof in a student conduct hearing is not on the student charged with a violation of the Rules of Conduct.
- (d) The student may inspect any information presented in support of the charges at least three (3) business days before the formal hearing. The University also has the right to review any information the student intends to use at least three (3) business days before the formal hearing. Only such information that is determined "Relevant Information" will be made part of the hearing record.
- (e) The university cannot compel any person to attend a formal hearing. However, all parties may arrange for witnesses to voluntarily present relevant information during the proceeding. The student may hear and question adverse parties who testify at the hearing.
- (f) The student shall not be forced to present self-incriminating information; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal case. The University's formal hearing is not a criminal or judicial proceeding and is designed to address student behavior; therefore, alleged violations of the UCF Rules of Conduct will be addressed independently of any outcome imposed by the courts for 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) Should the proposed finding of the hearing body be that the student is in violation, prior conduct history will then be reviewed and may affect proposed sanctioning.
- (i) The results of any formal hearing shall be made available to the student within seven (7) business days following the hearing (deadline can be extended by mutual agreement of the charged student and the Director of the 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 will apply in addition to the procedures of the student conduct review process.

(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 student organization, publication, or activity, or ability to represent the University in an official capacity or position; trespass of University facilities or other areas of campus or contact with another specified person(s). Under disciplinary probation, the student may continue to attend classes and is given a chance to show capability and willingness to live in accordance with University rules. However, if the student is subsequently found in violation of a rule while on disciplinary probation, the University may suspend or expel the student from the University. While on Disciplinary Probation, a hold will be placed on a student's record for record keeping purposes.

- (c) **Disciplinary Suspension-** A student involved in an offense warranting consideration of action more serious than disciplinary probation or one involved in repeated misconduct may face suspension. During the period of suspension, a student may not be enrolled in classes, participate in University related activities, whether they occur on or off campus. A student under disciplinary suspension may not otherwise be present on University premises unless authorized in writing in advance under conditions approved by the Director of the OSC. 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 suspended student in regard to considerations that include, but are not limited to, the medical needs of the student. An overlay will be placed on a student's record during the period of suspension. Further, while on disciplinary suspension, a hold will be placed on a student's record for record keeping purposes. All assigned educational sanctions must be completed prior to the conclusion of disciplinary suspension; otherwise the disciplinary suspension will remain in effect.
- (d) **Disciplinary Expulsion-** Expulsion is a sanction which removes the student from his/her academic program and permanently separates a student from the University of Central Florida without opportunity to graduate or re-enroll at the university in the future. An overlay will be permanently placed on the student's record. Further, a hold will be permanently placed on a student's record for record keeping purposes.
- (e) **Educational Sanctions-** In conjunction with a sanction listed above, a student found to have been in violation of any of the Rules of Conduct will be assigned educational requirements such as, but not limited to, reflective/research papers, classes/seminars, community service, interviews, etc. If a student has any outstanding educational requirements at the conclusion of disciplinary probation or suspension, a student's disciplinary probation or suspension status and hold will remain in effect pending the completion of the educational requirements.

Authority: BOG Regulations 1.001 and 6.0105. History - Formerly 6C7-5.0041, New 6-18-09. Amended 9-5-13, 3-5-15, 10-29-15, 7-28-16.

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, the Appellate Officer will order a new hearing.
- (e) The student shall receive a written decision to the appeal. There is no definitive timeline for receiving an appeal response. It depends on many factors including

the complexity of the case and the information mentioned in the appeal, as well as the Appellate Officer's appeal load at that particular time. Decisions of the 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 –Complainants

- (a) Complainants of sexual assault, dating violence, domestic violence, and stalking may appeal the finding(s) and sanction(s) imposed of a student conduct formal hearing. The appeal must be made in writing to the Appellate Officer (VP of SDES or designee) within seven (7) business days after the date both the charged student and victim were notified of the decision by the Director of the OSC or designee. The appeal form can be found at <http://osc.sdes.ucf.edu/process>.
- (b) Complainants may appeal the finding and sanction(s) imposed on the basis of one or more of the following:
 - 1. Irregularities in fairness and stated procedures of the hearing that could have affected the outcome of the hearing.
 - 2. Discovery of new and significant information that could have affected the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
 - 3. The sanction(s) are extraordinarily disproportionate to the violation(s).
- (c) On the appeal form, one must state the reason(s) for appeal, supporting facts, and the recommended solution. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of the appeal.

- (d) The Appellate Officer shall first determine if sufficient grounds for appeal exist and then, if so, may either deny the appeal, thus sustaining the initial decision and sanction(s) or do one of the following:
 - 1. If the Complainant alleges that the sanction was disproportionate to the violation(s) and the Appellate Officer finds the sanction to be disproportionate, the Appellate Officer may alter the sanction.
 - 2. If the Complainant alleges that there was a defect in procedure or new information was presented which was sufficiently substantial to have affected the outcome, the Appellate Officer will order a new hearing.
 - (e) The victim and charged student shall receive a written decision to the appeal concurrently. There is no definitive timeline for receiving an appeal response. It depends on many factors including the complexity of the case and the information mentioned in the appeal, as well as the Appellate Officer's appeal load at that particular time. Decisions of the 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 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. 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. 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 suspension or expulsion and where further violations would not likely result in suspension or expulsion from the university.
- (b) A student conduct record may be sealed upon the successful submission and review of appropriate paperwork to the Office of Student Conduct.
- (c) The factors influencing the decision by the Director of the 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.

UCF-5.012 Organizational Rules of Conduct

Student organizations are expected to abide by these Organizational Rules of Conduct, and administrators and faculty are expected to enforce them. These rules should be read broadly and are not intended to define prohibited conduct in exhaustive terms. These rules may be revised during the year; announcements will be made on adoption of changes or additions. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by the University of Central Florida, including when students come together as student organizations. The Organizational Rules of Conduct, set out below, apply to student organization conduct and will not be used to impose discipline for the lawful expression of ideas. The following is a non-exhaustive list of prohibited conduct for which disciplinary action may be taken at the University of Central Florida. The following offenses, or the aiding, assisting, condoning, or attempting to commit these offenses, constitute violations of the Organizational Rules of Conduct.

(1) Theft, Disregard for Property

- (a) Malicious or unwarranted damage or destruction of another's property;
- (b) Taking, attempting to take, or keeping in its possession property or services not belonging to the student organization.
- (c) Misuse or mishandling of organizational funds by any officer, member, or other individual.

(2) Possessing and/or Providing False and Misleading Information and/or Falsification of University Records

- (a) Withholding related information, or furnishing false, misleading, incomplete, or incorrect information (oral or written) to University officials, non-university law enforcement officers, faculty or staff.
- (b) Possession, use or attempted use of any form of fraudulent identification.
- (c) Forgery, alteration or misuse of any University document, material, file, record or instrument of identification.
- (d) Deliberately and purposefully providing false or misleading verbal or written information about another person.
- (e) Falsification, distortion, or misrepresentation of information during an investigation, the student conduct review process, including knowingly initiating a false complaint

(3) Disruptive Conduct

- (a) An act that impairs, interferes with, or obstructs the orderly conduct, processes, and functions of the University or any part thereof or the rights of one or more individuals.
- (b) Obstructing the free movement of other students around the campus, interfering with the use of University facilities, preventing the normal operation of the University; or conducting any event that interferes with the normal progress of academic events on campus.
- (c) Engaging in obscene or indecent conduct.
- (d) Failure to comply with the administrative policies as enacted by the University.
- (e) Failure to comply with the directions of University officials or authorized agents acting in the performance of their duties. Student organization officers and members shall comply with all directions or requests of University officials, University police officers or authorized agents in a timely manner.
- (f) Hindering or interfering with the Organizational Conduct Review Process by failing to obey the notice from a university official to appear for a student conduct meeting or hearing and/or attempting to discourage an individual's proper participating in, or use of, the Organizational Conduct Review Process.
- (g) Failure to comply with the student organization's constitution.
- (h) Participating in any event with a student organization that is currently on disciplinary probation (with restrictive conditions), has been suspended, or has had their UCF registration revoked.

(4) Harmful Behavior

- (a) Physical violence towards another person or group.
- (b) Harassment: Defined as conduct (including written or electronic communication) based on a protected category (such as race, color, religion, national origin, et al.) which, due to the severity and pervasiveness of the conduct and its targeted nature on the basis of a protected category, (i) has the purpose or effect of creating an objectively intimidating, hostile or offensive educational or work environment; and (ii) has the purpose or effect of unreasonably interfering with an individual's

schooling or employment with the University. Harassment under this provision is conduct (verbal or physical behavior) that would constitute harassment under federal or state civil rights laws or under University Regulation UCF-3.001.

- (c) Bullying: Defined as behavior of any sort (including communicative behavior) directed at another, that is severe, pervasive, or persistent, and is of a nature that would cause a reasonable person in the target's position substantial emotional distress and undermine his or her ability to work, study, or participate in University life or regular activities, or which would place a reasonable person in fear of injury or death.
- (d) Verbal or written abuse, threats, intimidation, coercion and/or other conduct that endangers the health, safety or well-being of another person or group, or which would place a reasonable person in 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 stop 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
 - c. contact, however slight, between the anus or sex organ of one individual and any other object.

2. Consent is an affirmative act 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. Lack of protest or resistance is not consent. Silence is not consent.
 - a. Responsibilities - It is the responsibility of 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 intoxicated does not relieve an initiator of a sexual act from obtaining consent.
 - c. Incapacitation - 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 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 is not indicator of consent for any current or future sexual encounter.
 - e. Scope of Consent - Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
- (b) Sex Harassment: Conduct that would constitute sexual harassment under federal or state civil rights laws or under University Regulation UCF-3.001; 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) 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.
 - (d) Voyeurism - Trespass, spying, or eavesdropping for the purpose of sexual gratification.
 - (e) Solicitation of a Minor – soliciting sexual acts from a minor by oral, written, or electronic means.
 - (f) Child Pornography – possessing, producing or the dissemination of child pornography
 - (g) 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.

- (h) 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.
 - (i) Any attempted 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 student organization to take all necessary steps to see that no person under the legal drinking age possesses alcoholic beverages at functions it sponsors or within any property or transportation it owns, operates, and/or rents.
 - (g) Alcohol Emergencies- University Expectations for Student Organizations. Student organizations may be eligible for exemptions from disciplinary action when a representative of an organization at a student organizational event calls for emergency assistance on behalf of a person experiencing an alcohol related emergency. Student organizations that seek medical assistance for alcohol emergencies may receive exemption for violations of the Organizational Rules of Conduct Section 6 subsections a through f; however, exemption for other Organizational Rule of Conduct violations may not be granted. Student organizations may be eligible for this exemption on a case by case basis at the discretion of the Director of the Office of Student Conduct. Additional information regarding alcohol emergencies can be found at the Office of Student Conduct website.

(7) Drug Related Misconduct

- (a) Use and/or possession of any narcotic or other controlled substances, and possession and/or use of drug paraphernalia, except as expressly permitted by law.
- (b) Sale and/or distribution of any narcotic or other controlled substances, except as expressly permitted by law.
- (c) Cultivation and/or manufacture of any narcotic or other controlled substances, except as expressly permitted by law.
- (d) Attempt to obtain any narcotic or other controlled substances, except as expressly permitted by law.

(8) Unauthorized Entry. Unauthorized entry, attempted entry, or loitering in private or restricted areas that are owned and/or operated by the University.

(9) Gambling

- (a) Play or sponsor of an unlawful game of chance for money or for anything of value on University premises or at any affair sponsored by a student organization.
- (b) Unlawful sale, barter, or disposition of a ticket, order, or any interest in a scheme of chance by whatever name on University premises or at any activity sponsored by a student organization
- (c) Wagering on a University team or organization in a competition, with or without intent to have a direct influence in the success of the competition

(10) Hazing- The University does not condone hazing in any form and defines hazing to include but not limited to:

- (a) Any action or situation which recklessly or intentionally endangers the mental or physical health and/or safety of a student for the purpose of initiation or admission into, or association with, any organization. Hazing may result in felony charges.
- (b) Brutality of a physical nature such as whipping, beating, branding, forced calisthenics, exposure to the elements; forced consumption of any food, liquor, liquid, drug, or other substances; or other forced elements; or other forced activity which could adversely affect the mental or physical health or safety of the individual.
- (c) Any activity that could subject the individual to mental or physical stress such as sleep deprivation, forced exclusion from social contact, forced contact which could

result in embarrassment, or any other activity that could adversely affect the mental or physical health or dignity of the individual.

- (d) Forcing or requiring the violation of University policies, federal, state, or local law.
- (e) Any activity, as described above, upon which the initiation or admission into or association with a student organization may be directly or indirectly conditioned, shall be presumed to be a "forced" activity, the willingness of an individual to participate in such an activity notwithstanding.

(11) **Outstanding Debt.** Failure to pay on and off campus vendors in a timely manner. Groups shall not knowingly enter into purchase or rental agreements that are beyond the resources of the organization's ability to pay. The University will not cover outstanding debts of student organizations.

(12) **Use of Facilities.** Failure to comply with University regulations and procedures for campus events and/or use of campus facilities or grounds. Those individuals acting on behalf of an organization that reserve facilities should check with the University department or office responsible for the facility to guarantee that all procedures have been followed.

(13) **Fire Safety and Sanitation**

- (a) Tampering with or damage to fire safety equipment.
- (b) Causing, condoning, or encouraging the creation of any situation involving incendiary or other chemicals or substances, explosives, or fire that reasonably may result in danger to another's person or property.
- (c) Possession or use of illegal fireworks, incendiary devices, or dangerous explosives.
- (d) Failure to properly maintain a student organization's facilities or property (or surrounding property) such that a potential danger to the health and safety of the occupants or members of the University and surrounding community is created.

(14) **Advertising**

- (a) Origination or circulation of any advertising media that contains matter that violates federal, state and/or local laws.
- (b) Origination or circulation of any advertising media containing false or misleading information.

(15) **Solicitation and Fundraising.** Failure to comply with applicable law and University regulations and procedures for solicitation and fundraising activities on campus.

(16) University Wordmark Violations. Unauthorized use of the University's name, abbreviation, trademarks or wordmarks, including the Pegasus, monograms, seal, or other graphic identity symbols. The phrases "UCF" or "University of Central Florida" (or some form thereof) cannot precede the title of the organization. This section refers to but is not limited to, the student organization's: domain name, web address, promotional materials, and uniforms/shirts.

(17) Academic Misconduct

- (a) Unauthorized academic assistance: Using or attempting to use unauthorized materials, information or study aids in any academic exercise unless specifically authorized by the instructor of record.
- (b) The unauthorized possession of examination or course related material.
- (c) Commercial Use of Academic Material: Selling notes, handouts, etc. without authorization or using them for any commercial purpose without the express written permission of the University and the Instructor.
- (d) Knowingly helping any student violate academic behavior standards.

(18) Violation of Local, State, and/or Federal Laws. Violation of any local, state and/or federal law that may result in a felony or misdemeanor.

Authority: BOG Regulations 1.001 and 6.0105. History – New 10-16-09, Amended 7-19-12, 9-3-13, 10-29-15, 7-28-16.

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 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. 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, may take immediate action to resolve the situation by placing the student organization on interim suspension. Such action is subject to review at a hearing within ten (10) business days by the VP of SDES or designee to determine the status of the interim suspension. The outcome of an interim suspension hearing shall remain in effect until the final disposition of formal charges resulting from the circumstances of the case, unless the VP of SDES or designee shall decide otherwise.
- (b) The Director of the OSC will refer all information warranting disciplinary action to the Office of Student Conduct. The Office of Student Conduct will send written notification to the chief officer of the student organization at their UCF mailing address indicating the nature of the activity in question and what Organizational Rules of Conduct were allegedly violated. The chief officer of the student organization shall serve as the organization's representative in the organization conduct review process. The student organization may not designate an advisor as their representative in the conduct review process.
- (c) Upon receipt of an incident report the Office of Student Conduct has six months to charge a student organization with a violation of the Organizational Rules of Conduct. The Office of Student Conduct may exercise discretion when applying the time provision to account for circumstances that warrant a waiver of the six month time limit from the date the violation report was filed.
- (d) A student organization charged with alleged violations of the Organizational Rules of Conduct (see UCF-5.012) will receive notice to attend a mandatory preliminary

conference with the Office of Student Conduct. If the student organization fails to attend the mandatory preliminary conference without providing a satisfactory reason for the absence, the student organization may be placed on immediate social probation until such time as the student organization completes the mandatory preliminary conference. During the mandatory preliminary conference the student organization will receive information regarding the Student Organization Conduct Review Process, including the student organization's rights during the process; an opportunity to inspect and/or review the information known at the time charges were prepared and how to contact the Student Government Association Judicial Advisor. At the conclusion of the mandatory preliminary conference, one of the following will occur: case dismissal, mediation, informal hearing, or formal hearing.

- (e) Social probation includes but is not limited to the prohibition of the following: any on or off campus fundraisers, socials, intramural competitions, receptions, service projects, conferences, retreats, etc. The organization may also not be able to update its registration until such time that it appears before a hearing. Groups under social probation may gather at regularly scheduled business meetings.

(2) Options for Resolution of Disciplinary Charges

- (a) Case Dismissal: The Director of 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 student organization has the opportunity to meet with an Office of Student Conduct staff member and accept responsibility for the charges of violation of the Organizational Rules of Conduct. At the informal level the matter will be settled by the following outcomes: punitive sanction (warning, probation, or restrictive probation) as well as educational sanctions (papers, seminars, community service, etc.). If the matter is not settled informally, the case will be resolved through a formal hearing.
 - (d) Formal Hearing: If an alleged violation of the Organizational Rules of Conduct is not dismissed or otherwise resolved, then the Office of Student Conduct shall present in writing formal charges to the student organization. The charged student organization may request either a panel or administrative hearing. The charged student organization's hearing shall only be open to the charged student organization's chief officer, their advisor, the hearing body, witnesses (when called upon), a representative from the Office of Student Conduct, and a university staff member from an appropriate office (Office of Student Involvement, Office of Fraternity and Sorority Life, Recreation and Wellness Center, etc.).
- (3) Formal Hearings. There are two types of formal hearings – panel hearings and administrative hearings.

(a) Panel Hearings.

1. A panel to consider an organizational case shall be comprised of members from the Office of Student Conduct Student Conduct Board. The panel shall consist of two (2) faculty and administrative staff members combined and two (2) student members that have been trained by the Office of Student Conduct to hear organizational cases. One panel member shall be selected by the Office of Student Conduct to chair the hearing and report the proposed finding(s) and sanction(s), if any, to the Director of the 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 student organization shall be informed of the hearing officer assigned to its case and shall have the opportunity to challenge the impartiality of the individual within three (3) business days of notification. The charged student organization shall state in writing the basis for such challenge. A hearing officer so challenged will be excused; however, indiscriminate challenges shall not be permitted. In the event that a charged student organization has opted not to challenge the impartiality of a hearing officer prior to the allotted three (3) business days, the assigned hearing officer shall remain as scheduled.
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. Student organization response of “in violation” or “not in violation.”
 3. Presentation of information in support of the charges.
 4. Opening statement by the charged student organization.
 5. Questioning of the charged student organization by the hearing body.
 6. Presentation and questioning of witnesses in support of the charges.
 7. Presentation and questioning of witnesses by the charged student organization.
 8. Final questions of the charged student organization by the hearing body.
 9. Closing remarks by the charged student organization.
 10. Hearing is brought to a close.
 11. 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.

(4) Student Organization Rights during the Formal Conduct Review Process - The following rights shall be explained to the charged student organization before the commencement of a formal disciplinary hearing:

- (a) The charged student organization shall be afforded written notice, at least five (5) business days prior to a formal hearing, unless waived in writing. Written notice sent to the chief student officer of the charged student organization's electronic and/or physical address shall constitute full and adequate notice. Written notice shall include:
 - 1. The name of the organization, the chief student officer's name and organization's address, if applicable.
 - 2. Date, time and location of the formal hearing
 - 3. Alleged Organizational Rule of Conduct Violation(s) known at the time formal charges are prepared.
 - 4. Names of potential witnesses known at the time that formal charges are prepared.
 - 5. A description of any physical or written documentation known at the time charges are prepared.

Provided that the required notice stated above has been given to the student organization along with its representative(s) but a representative failed to attend a scheduled formal hearing without providing a satisfactory reason for the absence, the organization may be placed on immediate social probation until such time as the organization completes the formal hearing and any further steps in the conduct process. The organization will also not be able to update its registration while on social probation.

- (b) The student organization may have at their own expense and initiative, an advisor present at the hearing. It is the student organization's responsibility to make appropriate arrangements for the advisor to attend the hearing, and the hearing shall not be delayed due to scheduling conflicts of the chosen advisor. The advisor may be present to advise the student organization but shall not speak for or present the case for the student organization or otherwise participate directly in the proceeding. A student organization may consult with their advisor at any time during the hearing. This consultation must take place in a manner that does not disrupt the proceedings. A student organization's advisor must not be connected to the actual conduct case or a related case. In addition, an advisor may not serve as a witness. If the advisor does not adhere to their defined role in the student conduct review process, they may be removed from the hearing. The

Office of Student Conduct shall maintain a list of impartial advisors and resources available to the student organization.

- (c) All hearings shall be conducted on the basis that the charged student organization is not in violation until the preponderance of evidence proves otherwise. At a student conduct organizational hearing, the technical rules of evidence applicable to civil and criminal cases shall not apply. The burden of proof in a student conduct hearing is not on the student organization charged with a violation of the Organizational Rules of Conduct.
- (d) The student organization's chief officer may inspect any information presented in support of the charges. Information may be presented in support of the charged student organization.
- (e) The university cannot compel any person to attend a student organizational hearing. However, all parties to a student organizational conduct hearing may arrange for witnesses to voluntarily present relevant information during the proceeding. Pertinent information may be accepted as information for consideration by the person or body conducting the student organizational formal hearing. The student organization may hear and question adverse witnesses who testify at the student organizational formal hearing.
- (f) The student organization shall not be forced to present information that incriminates its individual members; however, the University is not required to postpone disciplinary proceedings pending the outcome of any civil or criminal prosecution.
- (g) The proposed finding(s), as well as the Director of the OSC's determination, of "in violation" or "not in violation" on the charges shall be based solely on the information presented at the student organizational formal hearing.
- (h) Should the proposed finding(s) of the hearing body be that the organization is in violation, prior conduct history that has occurred within three academic years of the incident will then be reviewed and may affect the proposed sanctions.
- (i) The final decision shall be furnished in writing to the student organization within fourteen (14) business days following the hearing (the deadline can be extended by mutual agreement of the charged student organization and the Director of the OSC or designee).
- (j) The student organization's registration status shall remain unchanged pending the University's final decision in the matter except in cases where the VP of SDES or

designee determines that the safety, health, or general welfare of any individual, or any part of the University may be involved.

(5) Additional Procedures in Cases of Sexual Misconduct and/or Interpersonal Violence. Where a 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 student conduct review process.

(6) Sanctions for Student Organizations

- (a) Disciplinary Warning: An official warning that the organization's behavior is in violation of the Organizational Rules of Conduct and that if the organization is subsequently found in violation of a rule, subsequent action may be more severe.
- (b) Disciplinary Probation: A period of time during which any further violation of the Organizational Rules of Conduct puts the student organization's status with the University in jeopardy. Restrictive conditions may also be imposed as part of disciplinary probation and will vary according to the severity of the offense. Restrictive conditions may include barring or limiting some or all of the organization's activities and/or privileges (including, but not limited to: social activities; intramural competition; organizational competition; Homecoming; eligibility to receive any University award or honorary recognition; privilege to occupy a position of leadership or responsibility in any University student organization governing body, publication, or activity; or ability to represent the University in an official capacity or position). If a student organization is found "in violation" for another violation of the Organizational Rules of Conduct while on disciplinary probation, more severe sanctions may be imposed.
- (c) Suspension: While on suspension the student organization loses its University recognition and/or registration for a temporary period of time. While an organization is suspended, it may not use University resources or participate as an organization in any University activities or events.
- (d) Revocation of UCF Registration: Permanent severance of the organization's relationship with UCF.
- (e) Recommendation for Charter Revocation: An official request to a national office that the local chapter's charter be revoked.

- (f) Educational Sanctions: In conjunction with any sanction listed above, a student organization found to have been in violation of any of the Organizational Rules of Conduct will be assigned educational sanctions such as, but not limited to: reflective/research papers, classes/seminars, community service, restitution, interviews, etc. If a student organization has any outstanding educational sanctions at the conclusion of disciplinary probation or suspension, the disciplinary probation or suspension will remain in effect pending completion of the educational sanctions.

(7) Appeal within the Student Organization Review Process

- (a) A student organization found in violation as a result of a hearing may appeal the finding(s) and sanction(s) imposed. The appeal must be made in writing to the Appellate Officer (VP of SDES or designee) within seven (7) business days after the date the student organization was notified of the decision by the Director of the OSC.
- (b) Student organizations may appeal the finding(s) and sanction(s) imposed on the basis of one or more of the following:
 - 1. Irregularities in fairness and stated procedures of the hearing that substantially affected the outcome of the hearing.
 - 2. Discovery of new and significant information that would be likely to change the outcome of the hearing and that was not known or could not reasonably have been discovered and/or presented at the time of the initial hearing.
 - 3. The sanction(s) are extraordinarily disproportionate to the violation(s).
- (c) On the appeal form, the student organization must state the reason(s) for appeal, the supporting facts, and the recommended solution. This is not a re-hearing of the conduct case. An appeal cannot be filed simply because a student organization is dissatisfied with the decision. Failure to describe the nature of the information in full detail in the appeal letter will result in the denial of an appeal.
- (d) The Appellate Officer shall first determine if sufficient grounds for appeal exist and then, if so, may either deny the appeal, thus sustaining the initial decision and sanction(s), or do one of the following:
 - 1. reduce the sanction; or.
 - 2. order a new hearing.
- (e) The student organization shall receive a written decision to the appeal. There is no definitive timeline for receiving an appeal response. It depends on many factors

including the complexity of the case and the information mentioned in the appeal, as well as the Appellate Officer's appeal load at that particular time. Decisions of the VP of SDES or designee reflect final agency action.

- (f) 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 disciplinary probation or disciplinary suspension (not applicable for one semester probation or suspensions) and upon completion of all educational sanctions/requirements, a student organization has the opportunity to request modification of their disciplinary probation or suspension status through the Community ReEngagement and Educational Development (CREED) Program.
- (b) Requests must be submitted to the Director of the 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 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 student organization meets the criteria for review. If the Director of the OSC or designee agrees that the student organizations request meets any or all of the above mentioned criteria, the student organization will be contacted within fourteen (14) business days to schedule a “CREED review meeting” with a committee appointed by the Director of the OSC or designee, comprised of faculty, staff and students.
- (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 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.



Office of the President

SUBJECT: Reporting Misconduct and Protection from Retaliation	Effective Date: 9/3/2014	Policy Number: 2-700
	Supersedes:	Page Of 1 6
	Responsible Authority: Chief Compliance and Ethics Officer	

APPLICABILITY/ACCOUNTABILITY

This policy applies to all members of the university community, including individuals and companies that conduct business with the university.

POLICY STATEMENT

The University of Central Florida is committed to a culture of integrity, compliance, and accountability that encourages the highest standards of ethical behavior. Members of the university community are therefore expected to conduct all university activities and business in an honest, ethical, and lawful manner. When members of the university community become aware of or have reason to suspect university activities and business are not conducted according to these expectations, UCF expects and encourages members of the university community to make good faith reports of suspected misconduct.

Because the university expects all reports of misconduct to be made in good faith, an employee who knowingly makes a false report or provides false information during an investigation may be subject to disciplinary action up to and including termination.

Retaliation against anyone who, in good faith, reports misconduct, or who participates in an investigation of misconduct, is strictly prohibited. The university will take all reasonable and necessary actions to protect members of the university community who have filed good faith reports of misconduct. Disciplinary action resulting from self-reported misconduct is not considered to be an act of retaliation.

DEFINITIONS

Good Faith Report. A report of suspected misconduct made without malice to a supervisor, through central or administrative offices, to the UCF IntegrityLine, or directly to the University Compliance, Ethics, and Risk Office. For a report to be made in good faith, the reporting person should have reasonable cause to believe that the reported information is true.

Misconduct. Any violation of law, regulation, statute, UCF regulation, policy, procedure, guideline, and/or standard of conduct, whether intentional or inadvertent.

Retaliation. An adverse or credible threat of an adverse employment action taken against an employee as a result of submitting a good faith report of misconduct, or participating in a misconduct investigation. Types of retaliation can include dismissal from employment, demotion, loss of salary or benefits, transfer or reassignment, denial of an earned promotion, and unwarranted written notice or negative performance review. Less obvious forms of retaliation can include excluding the employee from meetings, withholding critical information necessary for the employee to perform his or her job, publicly ridiculing the employee, or allowing the employee's peers to create an atmosphere that is not conducive for the employee to perform well. A causal relationship between good faith participation in the reporting or investigation of misconduct and an adverse action is needed to demonstrate retaliation has occurred.

PROCEDURES

The following options for making good faith reports of misconduct are available to members of the university community. Students not employed by UCF should use the resources available from the Student Development and Enrollment Services division, a list of resources are available at <http://www.sdes.ucf.edu/> (both options are available to students employed by UCF).

I. When to Report

Individuals, who in good faith believe that a violation of law, regulation, statute, UCF regulation, policy, procedure, guideline, and/or standard of conduct has occurred, or will occur, are expected and encouraged to promptly make a report of such suspected misconduct. Individuals do not need to have details of the law or policy to suspect misconduct. It is better to report the suspected misconduct than to remain silent.

II. Where to Report - Options

Individuals may choose to report suspected misconduct to their supervisors, through central or administrative offices, to the UCF IntegrityLine, or directly to the University Compliance, Ethics, and Risk Office. Details on each are provided below. Note that these reporting channels should not be used for reporting emergencies. Emergencies should be reported using 911.

1. Supervisors

Reports of suspected misconduct should normally be raised first with an individual's supervisor, or appropriate college, department, or unit administrator. Colleges and departments usually are most familiar with the issues and personnel involved and, therefore, may be best suited to address a concern. Supervisors receiving reports of potential fraud should contact University Audit for guidance and investigation.

2. Central Offices

In some cases, an individual may feel uncomfortable raising a report of misconduct at the college or department or other similar administrative unit level due to the nature of the subject matter or because of other legitimate considerations that suggest an alternative reporting process may be more appropriate. In such instances, the individual may report suspected misconduct through a central university office having specialized expertise relating to the concern, such as:

- Office of the Provost (noncompliance with academic regulations)
- Human Resources (A&P, USPS, and OPS employee relations issues)
- Faculty Relations (faculty, including adjunct faculty noncompliance)
- University Audit (potential fraud and internal control issues)
- Athletics Compliance (NCAA violations)
- Research Ethics and Compliance (falsification, fabrication, plagiarism in research)
- Office of Equal Opportunity and Affirmative Action, Title IX coordinator (discrimination, sexual harassment)

3. University Compliance, Ethics, and Risk Office

Individuals may also report suspected misconduct by contacting the University Compliance, Ethics, and Risk Office directly by calling the chief compliance and ethics officer at 407-823-6263, by email to complianceandethics@ucf.edu, by mail to 4365 Andromeda Loop N., MH 328, Orlando, Florida, 32816, or in person at Millican Hall #328.

4. UCF IntegrityLine

Individuals reluctant to report suspected misconduct directly to their supervisors or through university administrative or central offices are encouraged to use the UCF IntegrityLine. The UCF IntegrityLine is administered by a third-party vendor, NAVEX Global, and offers individuals the option to report anonymously.

The IntegrityLine is operated 24 hours a day, 365 days a year, and can be reached by using the secure Web Reporting System located at: www.ucfintegrityline.com, or by calling 1-855-877-6049 toll-free. IntegrityLine reports will be processed by EthicsPoint and sent to the University Compliance, Ethics, and Risk Office to address appropriately.

Reporting Child Abuse, Neglect, and Abandonment

Florida Statutes require any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected to report such knowledge or suspicion to the Department of Children and Families (DCF), regardless of where it occurs.

In addition, Florida Statutes and Board of Governors Regulation, requires the UCF Police Department and certain administrators (president, provost, senior/executive vice presidents, vice presidents, associate vice presidents, associate/vice provosts, deans, chief of police, equal opportunity programs director, intercollegiate athletics director, internal audit director, Title IX coordinator, and university compliance officer) upon receiving information from faculty, staff, or other institutional employees of known or suspected child abuse, abandonment, or neglect committed on university property, or during a university-sponsored event or function to report such knowledge or suspicion to the Department of Children and Families (DCF).

The law further prohibits UCF administrators from knowingly and willfully preventing another person from reporting such activity.

Report to the Department of Children and Families (DCF) by:

- Fax 1-800-914-0004 (Form available at <http://www.dcf.state.fl.us/programs/abuse/docs/faxreport.pdf>)
- Web <https://reportabuse.dcf.state.fl.us/>
- Florida Abuse Hotline 1-800-96ABUSE (1-800-962-2873)
(Or TDD: 1-800-453-5145)

If a child is in imminent danger, dial 911 first and then report to DCF.

Ombuds Office

The University Ombuds Office, an informal, independent, confidential, neutral office that offers assistance and impartial advice regarding concerns related to UCF, is a resource for individuals unsure of which avenue to take. Communication to this office, however, does not constitute notice to UCF. The Ombuds Office will NOT contact the University Compliance, Ethics, and Risk Office and therefore individuals seeking advice from the Ombuds Office will ultimately need to report suspected misconduct using one of the methods described above. Contact information for the Ombuds Office is available at <http://www.ombuds.ucf.edu/>.

III. Protection from Retaliation

Individuals who believe they have been subjected to acts of retaliation may file a written or verbal complaint with the University Compliance and Ethics Officer or through the UCF IntegrityLine. The University Compliance, Ethics, and Risk Office is responsible for conducting an investigation and/or contacting the appropriate university offices for review and disposition of the report per applicable university policy or the Collective Bargaining Agreement.

RELATED DOCUMENTS

UCF Policy 2-800 Fraud Prevention and Detection: <http://policies.ucf.edu/documents/2-800FraudPreventionandDetectionFINAL.pdf>

UCF Policy 4-211 Research Misconduct: <http://policies.ucf.edu/documents/4-211ResearchMisconductFinalonLetterhead11-16-11.pdf>

2012-2015 BOT-UFF Collective Bargaining Agreement Article 20.12
http://www.collectivebargaining.ucf.edu/CBA/2012-2015CBA_reopener.pdf

Florida Statutes §§112.311-.326, Code of Ethics for Public Officers and Employees Sections
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0112/0112PARTIIIContentsIndex.html

Florida Statutes §112.3187, Florida Whistle Blower Act:
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0112/Sections/0112.3187.html

Florida Statutes §39.201, Proceedings Related to Children:
<http://www.flsenate.gov/Laws/Statutes/2012/39.201>

Florida Statutes §39.203, Proceedings Related to Children:
<http://www.flsenate.gov/Laws/Statutes/2012/39.203>

Florida Statutes §39.205, Proceedings Related to Children:
<http://www.flsenate.gov/Laws/Statutes/2012/39.205>

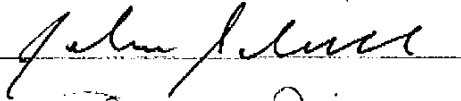
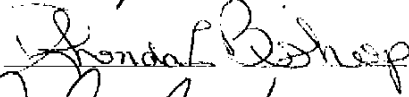
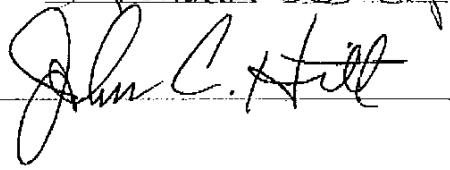
Florida Board of Governors Regulation 3.002 Penalties for Failure to Report Child Abuse:
http://www.flbog.edu/documents_regulations/regulations/Regulation3_001FINALPenaltiesForFailuretoReportChildAbuse.pdf

CONTACTS

University Compliance, Ethics, and Risk Office, 4365 Andromeda Loop N. MH 328, Orlando, FL 32816-0001. (407) 823-6263. complianceandethics@ucf.edu

INITIATING AUTHORITY

Vice President and Chief of Staff

POLICY APPROVAL (For use by the Office of the President)	
Policy Number: 2-700	
Initiating Authority: <u></u>	Date: <u>9-2-14</u>
University Policies and Procedures Committee Chair: <u></u>	Date: <u>8/26/2014</u>
President or Designee: <u></u>	Date: <u>9/3/14</u>

2-700 Reporting Misconduct and Protection from Retaliation 6



UNIVERSITY OF CENTRAL FLORIDA

Office of the President

SUBJECT: Prohibition of Discrimination, Harassment and Related Interpersonal Violence	Effective Date: 6/9/2017	Policy Number 2-004
	Supersedes:	Page Of 1 29
	Responsible Authority: Director, Institutional Equity	

TABLE OF CONTENTS

I.	<u>APPLICABILITY/ACCOUNTABILITY</u>
II.	<u>DEFINITIONS</u>
III.	<u>POLICY STATEMENT</u>
IV.	<u>PROHIBITED CONDUCT UNDER THIS POLICY</u>
	<u>A. DISCRIMINATION</u>
	<u>B. DISCRIMINATORY HARASSMENT</u>
	<u>C. SEXUAL OR GENDER-BASED HARASSMENT</u>
	<u>D. SEXUAL ASSAULT</u>
	<u>E. SEXUAL EXPLOITATION</u>
	<u>F. RELATIONSHIP VIOLENCE</u>
	<u>G. STALKING</u>
	<u>H. RETALIATION</u>
	<u>I. COMPLICITY</u>
V.	<u>UNDERSTANDING THE DIFFERENCE BETWEEN PRIVACY AND CONFIDENTIALITY</u>
VI.	<u>EMPLOYEE REPORTING RESPONSIBILITIES</u>
	<u>A. TITLE IX REPORTING OBLIGATIONS (RESPONSIBLE EMPLOYEES)</u>
	<u>B. DEAN, DIRECTOR, DEPARTMENT HEAD, AND SUPERVISOR REPORTING OBLIGATIONS</u>
	<u>C. CLERY REPORTING OBLIGATIONS (CAMPUS SECURITY AUTHORITY EMPLOYEES)</u>
	<u>D. CHILD ABUSE REPORTING OBLIGATIONS (ALL EMPLOYEES)</u>

- VII. COMPLAINANT OPTIONS FOR REPORTING PROHIBITED CONDUCT
 - A. REPORTING TO LAW ENFORCEMENT
 - B. REPORTING TO THE UNIVERSITY
- VIII. ACCESSING CAMPUS AND COMMUNITY RESOURCES
 - A. REMEDIAL AND PROTECTIVE MEASURES
 - B. INTERIM ACTIONS
- IX. INAPPROPRIATE AMOROUS RELATIONSHIPS
 - A. STUDENT CONTEXT
 - B. EMPLOYMENT CONTEXT
- X. PREVENTION, AWARENESS AND TRAINING PROGRAMS
- XI. OBLIGATION TO PROVIDE TRUTHFUL INFORMATION
- XII. PROCEDURES
 - A. WHERE THE RESPONDENT IS A STUDENT OR REGISTERED STUDENT ORGANIZATION
 - B. WHERE THE RESPONDENT IS AN EMPLOYEE OR A DIRECT SUPPORT ORGANIZATION EMPLOYEE
 - C. WHERE THE RESPONDENT IS BOTH A STUDENT AND AN EMPLOYEE
 - D. WHERE THE RESPONDENT IS A THIRD-PARTY
- XIII. RELATED INFORMATION
 - A. STUDENTS AS RESPONDENTS
 - B. EMPLOYEE AND THIRD-PARTIES AS RESPONDENTS
 - C. STATE AND FEDERAL LAW
- XIV. CONTACTS: TITLE IX COORDINATOR
- XV. POLICY REVIEW
- XVI. INITIATING AUTHORITY

I. APPLICABILITY/ACCOUNTABILITY

This policy applies to the university community, which includes all students, employees, registered student organizations; direct support organizations' non-student employees (DSOs), and third-parties. This policy pertains to acts of prohibited conduct¹ committed by or against students, employees, registered student organizations, DSOs, and third-parties when:

1. the conduct occurs on campus or other property owned by, controlled by, or affiliated with the university;
2. the conduct occurs in the context of a university employment or education program or activity, including, but not limited to, university-sponsored study abroad, research, on-line, or internship programs; or

¹ The university prohibits discrimination, as well as discriminatory harassment, sexual assault, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, complicity in the commission of any act prohibited by this policy, retaliation against a person for reporting, in good faith, any of these forms of conduct or participating in or being a party to any investigation or proceeding under this policy (collectively, "Prohibited Conduct"). Definitions for all forms of prohibited conduct can be found in Section IV of this policy.

3. the conduct occurs outside the context of a university employment or education program or activity, but has continuing adverse effects on or creates a hostile environment for students, employees, DSOs, or third-parties while on campus or other property owned by, controlled by or affiliated with the university or in any university employment or education program or activity. This means that the university may take action against students, registered student organizations, DSOs, and third-parties for off-campus conduct if the conduct is specifically prohibited by law or university policies and regulations; may take action against employees for activities which fall outside the scope of employment but adversely affect the legitimate interests of the university; and may take action against students, employees, registered student organizations, DSOs, and third-parties if the conduct poses (or demonstrates that the student's, employee's or third-party'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.

II. DEFINITIONS

Campus Security Authority (CSA). Individuals who are members of the campus police department; any individual who has responsibility for campus security but who does not constitute a member of the campus police department; any individual or organization specified in the university's statement of campus security policy as an individual or organization to which students and employees should report criminal offenses; and any employee of the university who has significant responsibility for student and campus activities, including but not limited to, student housing, student discipline and campus judicial proceedings. CSAs at UCF include members of the campus police department, any individual who has the authority and the duty to take action or respond to particular issues on behalf of the university, and any individual who has significant responsibility for students and campus activities. CSAs at UCF include but are not limited to the following: Student Affairs officials, Housing and Residence Life officials, Coordinator of Greek Affairs (or related positions), athletic administrators (including Director, Assistant Directors, Coaches, and Trainers), Student Conduct officials, faculty and staff advisors to student organizations, and administrators at any UCF campus and instructional site.

Coercion. An unreasonable pressure for sexual activity. Coercion is more than an effort to persuade, entice, or attract another person to have sex. Conduct does not constitute coercion unless it impairs an individual's freedom of will to choose whether to participate in the sexual activity.

Complainant. An individual who discloses having been subjected to any prohibited conduct under this policy, regardless of whether that person makes a report or seeks action

under this policy.²

Confidential Employee. Any employee who is entitled under state law to have privileged communications. Confidential employees will not disclose information about prohibited conduct to the university without the permission of the student or employee (subject to the exceptions set forth in the confidentiality section of this policy). Confidential employees and resources at the University of Central Florida are the following:

- Health Services employees
- Counseling and Mental Health Services employees
- Employee Assistance Program employees
- Ombuds Office employees
- Victim Services employees
- Student Legal Services employees
- Volunteer chaplains

Consent. An understandable exchange of affirmative words or actions, which indicate a willingness to participate in mutually agreed upon sexual activity. Consent must be informed, freely and actively given. It is the responsibility of the initiator to obtain clear and affirmative responses at each stage of sexual involvement. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. The lack of a negative response, lack of resistance or protest, and silence are not consent. An individual who is incapacitated by alcohol and/or other drugs both voluntarily or involuntarily consumed may not give consent. Past consent to sexual activity does not imply ongoing future consent. Consent cannot be given if any of the following are present: force, coercion, or incapacitation.

Course of conduct. 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.

Direct Support Organization. Organization that is certified by the University of Central Florida Board of Trustees as operating in a manner consistent with the goals of the university and the best interest of the state of Florida.

Employee. Any individual employed by the University of Central Florida, including all full-time and part-time faculty, employees classified as Administrative and Professional (A&P), employees classified as University Support Personnel System (USPS), post-doctoral employees, resident assistants, graduate students with classroom responsibilities, professional research assistants, and OPS non-student employees.

Force. The use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats) and/or coercion that

² The university recognizes that an individual may choose to self-identify as a victim or a survivor. For consistency in this policy, the university uses the term complainant to maintain the neutrality of the policy and procedures.

overcome resistance.

Hostile Environment Harassment: Discriminatory harassment that is so severe or pervasive that it unreasonably interferes with, limits, deprives, or alters the terms or conditions of education (e.g., admission, academic standing, grades, assignment); employment (e.g., hiring, advancement, assignment); or participation in a university program or activity (e.g., campus housing), when viewed from both a subjective and objective perspective.

In evaluating whether a hostile environment exists, the university will consider the totality of known circumstances, including, but not limited to:

- The frequency, nature and severity of the conduct;
- Whether the conduct was physically threatening;
- The effect of the conduct on the complainant's mental or emotional state;
- Whether the conduct was directed at more than one person;
- Whether the conduct arose in the context of other discriminatory conduct or other misconduct;
- Whether the conduct unreasonably interfered with the complainant's educational or work performance and/or university programs or activities; and
- Whether the conduct implicates concerns related to academic freedom or protected speech.

A hostile environment can be created by pervasive conduct or by a single or isolated incident, if sufficiently severe. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a hostile environment, particularly if the conduct is physical. An isolated incident, unless sufficiently serious, does not amount to Hostile Environment Harassment.

Incapacitation. 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 "who, what, when, where, why, or how" of their sexual interaction.

Privileged Communication. A private statement that must be kept in confidence by the recipient for the benefit of the communicator. Some examples of a privileged communication are statements made between an attorney and a client, a doctor and a patient, and a priest and a penitent.

Prohibited Conduct. For purposes of this policy, prohibited conduct refers to discrimination, as well as discriminatory harassment, sexual assault, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, complicity in the commission of any act prohibited by this policy, retaliation against a person for reporting,

in good faith, any of these forms of conduct or participating in or being a party to any investigation or proceeding under this policy.

Quid Pro Quo Harassment: Discriminatory harassment where submission to or rejection of unwelcome conduct is used, explicitly or implicitly, as the basis for decisions affecting an individual's education (e.g., admission, academic standing, grades, assignment); employment (e.g., hiring, advancement, assignment); or participation in a university program or activity (e.g., campus housing).

Respondent. Any individual or group who has been accused of violating this policy.

Responsible Employee. Any employee and DSO who is not a confidential employee. 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 all 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.

Student. Any individual defined as a student in the University of Central Florida's Regulation UCF-5.007(4)(s) and *The Golden Rule Student Handbook*.

Substantial Emotional Distress. Significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

Third-Party. Any contractor, vendor, visitor, applicant or other non-student or non-employee affiliated with the university.

III. POLICY STATEMENT

The University of Central Florida is committed to maintaining a safe and non-discriminatory learning, living and working environment for all students, employees, registered student organizations, DSOs, and third-parties. Academic and professional excellence can exist only when each member of our community is assured an atmosphere of safety and mutual respect. All members of the university community are responsible for the maintenance of an environment in which people are free to learn and work without fear of discrimination, discriminatory harassment, or interpersonal violence. Discrimination diminishes individual dignity and impedes equal employment and educational opportunities.

The university does not unlawfully discriminate in any of its education or employment programs and activities on the basis of an individual's race, color, ethnicity, national origin, religion, or non-religion, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present

history of mental illness), political affiliations, prior conviction of a crime, veteran's status (as protected under the Vietnam Era Veterans' Readjustment Assistant Act), or membership in any other protected classes as set forth in state or federal law. To that end, this Policy Against Discrimination, Harassment and Related Interpersonal Violence (the "Policy") prohibits specific forms of behavior that violate state and federal laws, including but not limited to Title VII of the Civil Rights Act of 1964 ("Title VII"), Title IX of the Education Amendments of 1972 ("Title IX"), the Violence Against Women Reauthorization Act of 2013 ("VAWA"), Florida's Civil Rights Act (Sections 760.10 and 110.1221) and related state and federal anti-discrimination laws. Such behavior may also require the university to fulfill certain reporting obligations under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act"), as amended by VAWA, and Florida state law regarding reporting suspected child abuse and neglect.

The university prohibits discrimination, as well as discriminatory harassment, sexual assault, sexual exploitation, relationship violence, stalking, sexual or gender-based harassment, complicity in the commission of any act prohibited by this Policy, retaliation against a person for reporting, in good faith, any of these forms of conduct or participating in or being a party to any investigation or proceeding under this Policy (collectively, "Prohibited Conduct"). Religious discrimination includes failing to reasonably accommodate an employee's or student's religious practices where the accommodation does not impose an undue hardship. Disability discrimination includes not making reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability where the accommodations do not impose an undue hardship. These forms of Prohibited Conduct are unlawful and undermine the mission and values of our academic community. In addition, inappropriate amorous relationships with employees in positions of authority can undermine the university's mission when those in positions of authority abuse or appear to abuse their authority.

The university adopts this Policy with a commitment to: (1) eliminating, preventing, and addressing the effects of Prohibited Conduct; (2) fostering a safe and respectful university community; (3) cultivating a climate where all individuals are well-informed and supported in reporting Prohibited Conduct; (4) providing a fair and impartial process for all parties in the investigation and resolution of such reports; and (5) identifying the standards by which violations of this Policy will be evaluated and disciplinary action may be imposed. In addition, the university conducts ongoing prevention, awareness, and training programs for employees and students to facilitate the goals of this Policy.

A student, employee, or registered student organization determined by the university to have committed an act of Prohibited Conduct is subject to disciplinary action, up to and including permanent separation from the university. Third-parties or DSOs who commit acts of Prohibited Conduct may have their relationships with the university terminated and/or their privileges of being on university premises withdrawn.

It is the responsibility of every member of the university community to foster an environment free of Prohibited Conduct. All members of the university community are encouraged to take reasonable and prudent actions to prevent or stop an act of Prohibited

Conduct. The university will support and assist community members who take such actions. Also, many university employees must report Prohibited Conduct to the university (see Section IX below).

Retaliation against any individual who, in good faith, reports or participates in the reporting, investigation, or adjudication of and/or is a party to an investigation related to Prohibited Conduct is impermissible, unlawful and will not be tolerated by the university.

This Policy applies to all reports of Prohibited Conduct occurring on or after the effective date of this Policy. Where the date of the Prohibited Conduct precedes the effective date of this Policy, the definitions of misconduct in effect at the time of the alleged incident(s) will be applied. The procedures under this Policy, however, will be used to investigate and resolve all reports made on or after the effective date of this Policy, regardless of when the incident(s) occurred.

IV. PROHIBITED CONDUCT UNDER THIS POLICY³

Conduct under this Policy is prohibited regardless of the sex, sexual orientation and/or gender identity/expression of the complainant or respondent. Prohibited Conduct includes the following specifically defined forms of behavior: discrimination, discriminatory harassment, sexual or gender-based harassment, sexual assault, sexual exploitation, relationship violence, stalking, complicity, and retaliation.

A. DISCRIMINATION

Discrimination is any unlawful distinction, preference, or detriment to an individual that is based upon an individual's race, color, ethnicity, national origin, religion, non-religion, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), political affiliations, prior conviction of a crime, veteran's status (as protected under the Vietnam Era Veterans' Readjustment Assistant Act), or membership in other protected classes set forth in state or federal law and that: (1) excludes an individual from participation in; (2) denies the individual the benefits of; (3) treats the individual differently with regard to; or (4) otherwise adversely affects a term or condition of an individual's employment, education, living environment or participation in a university program or activity.

Discrimination includes failing to provide a reasonable accommodation, consistent with state and federal law, to persons with disabilities. The

³ These definitions may overlap with Florida criminal statutes in some cases, and provide greater protection in other instances.

University of Central Florida is committed to achieving equal educational and employment opportunity and full participation for persons with disabilities. Also, discrimination includes failing to reasonably accommodate an employee's or student's religious practices where the accommodation does not impose an undue hardship. For more information regarding discrimination, please visit www.oie.ucf.edu.

B. DISCRIMINATORY HARASSMENT

Discriminatory harassment consists of verbal, physical, electronic or other conduct based upon an individual's race, color, ethnicity, national origin, religion, non-religion, age, genetic information, sex (including pregnancy and parental status), gender identity or expression, sexual orientation, marital status, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), political affiliations, prior conviction of a crime, veteran's status (as protected under the Vietnam Era Veterans' Readjustment Assistant Act), or membership in other protected classes set forth in state or federal law that interferes with that individual's educational or employment opportunities, participation in a university program or activity, or receipt of legitimately-requested services meeting the description of either *Hostile Environment Harassment* or *Quid Pro Quo Harassment*, as defined above.

Discriminatory harassment may take many forms, including verbal acts, name-calling, graphic or written statements (including the use of cell phones or the Internet), or other conduct that may be humiliating or physically threatening.

C. SEXUAL OR GENDER-BASED 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 *Hostile Environment Harassment* or *Quid Pro Quo Harassment*, as defined above, are present.

Sexual harassment also 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 sexual assault (as defined below) may be sufficiently severe to constitute a hostile environment.

Gender-based harassment includes harassment 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 *Hostile Environment Harassment* or *Quid Pro Quo Harassment*, as defined above, are present.

D. SEXUAL ASSAULT

Sexual assault consists of sexual contact that occurs without consent. Sexual contact includes but is not limited to the following behaviors:

1. touching, kissing, fondling (whether over or under clothing) of an individual for the purpose of sexual gratification; and/or
2. 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
3. contact, however slight, between the anus or sex organ of one individual and any other object.

The university offers the following guidance on consent and assessing incapacitation:

A person who wants to engage in a specific sexual activity is responsible for obtaining consent for that activity. The lack of a negative response or protest does not constitute consent. Lack of resistance does not constitute consent. Silence and/or passivity also do not constitute consent. Relying solely on non-verbal communication before or during sexual activity can lead to a misunderstanding and may result in a violation of this Policy. It is important not to make assumptions about whether a potential partner is consenting. In order to avoid confusion or ambiguity, participants are encouraged to talk with one another before engaging in sexual activity. If confusion or ambiguity arises during sexual activity, participants are encouraged to stop and clarify a mutual willingness to continue that activity.

Consent to one form of sexual activity does not, by itself, constitute consent to another form of sexual activity. For example, one should not presume that consent to oral-genital contact constitutes consent to vaginal or anal penetration. Consent to sexual activity on a prior occasion does not, by itself, constitute consent to future sexual activity. In cases of prior relationships, the manner and nature of prior communications between the parties and the context of the relationship may have a bearing on the presence of consent.

Once consent has been given to a particular sexual activity, it may be withdrawn at any time. 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.

In evaluating consent in cases of alleged incapacitation, the university asks two questions: (1) Did the person initiating sexual activity know that the other party was incapacitated? and if not, (2) Should a sober, reasonable person in the same situation have known that the other party was incapacitated? If the answer to either of these questions is "YES," consent

was absent and the conduct is likely a violation of this Policy.

A person may or may not be incapacitated as a result of drinking or using drugs. Alcohol-related or recreational drug-related incapacity results from a level of alcohol/drug ingestion that is more severe than minor impairment, being under the influence, drunkenness, or intoxication. A person could be incapacitated due to other reasons which may include: sleep, prescribed or over the counter medication, mental, or physical disability. The impact of alcohol and drugs varies from person to person.

A person seeking to initiate sexual activity is not expected to be a medical expert in assessing incapacitation. The potential initiator must look for the common and obvious warning signs that show that a person may be incapacitated or approaching incapacitation. Although every individual may manifest signs of incapacitation differently, evidence of incapacity may be detected from context clues, such as:

- Slurred or incomprehensible speech;
- Bloodshot eyes;
- The smell of alcohol on their breath;
- Shaky equilibrium or unsteady gait;
- Vomiting;
- Incontinence;
- Combativeness or emotional volatility;
- Unusual behavior; and/or
- Unconsciousness.

Context clues are important in helping to determine incapacitation. These signs alone do not necessarily indicate incapacitation. A person who is incapacitated may not be able to understand some or all of the following questions:

- *"Do you know where you are?"*
- *"Do you know how you got here?"*
- *"Do you know what is happening?"*
- *"Do you know who is here with you?"*

One should be cautious before engaging in sexual contact when either party has been drinking alcohol or using other drugs. The introduction of alcohol or other drugs may create ambiguity for either party as to whether consent has been sought or given. If one has doubt about either party's level of intoxication, the safe thing to do is to abstain from all sexual activity.

Being impaired by alcohol or other drugs is no defense to any violation of this Policy.

E. SEXUAL EXPLOITATION

Sexual exploitation is purposely or knowingly doing or attempting to do any of the following:

- Recording or photographing private sexual activity and/or a person's

intimate parts (including genitalia, groin, breasts or buttocks) without consent;

- Disseminating or posting images of private sexual activity and/or a person's intimate parts (including genitalia, groin, breasts, or buttocks) without consent;
- 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);
- Subjecting another person to human trafficking; or
- Exposing another person to a sexually transmitted infection or virus without the other's knowledge.

F. RELATIONSHIP VIOLENCE

Relationship violence includes any act of violence or threatened act of violence that occurs between individuals who are involved or have been involved in a sexual, dating, spousal, domestic, or other intimate relationship.⁴ Relationship violence may include any form of Prohibited Conduct under this Policy, including 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.

Harmful behavior that includes, but is not limited to, the true threat of or

⁴ Relationship violence includes "dating violence" and "domestic violence," as defined by VAWA. Consistent with VAWA, the university will evaluate the existence of an intimate relationship based upon the complainant's statement and taking into consideration the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

actual physical assault or abuse and also includes harassment, is prohibited pursuant to *The Golden Rule*. Harmful behavior will be addressed under this Policy if it involves discriminatory harassment, sexual or gender-based harassment, relationship violence, or is part of a course of conduct under the stalking definition.

G. STALKING

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. 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, email);
- 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.

H. RETALIATION

Retaliation means any adverse action taken against a person for making a good faith report of Prohibited Conduct or participating in or being a party to any proceeding under this Policy. Retaliation includes threatening, intimidating, harassing, coercing and any other conduct that would discourage a reasonable person from engaging in activity protected under this Policy. Retaliation may be present even where there is a finding of "no responsibility" on the allegations of Prohibited Conduct. Also, an individual may be found to have engaged in retaliation when they were not a party to the initial report of discrimination. Retaliation does not include good faith actions lawfully pursued in response to a report of Prohibited Conduct.

Retaliation can include, but is not limited to, actions taken by the university, actions taken by one student against another student, actions taken by an employee against another employee or student, or actions taken by a third-party against a student or employee. See the university's *Reporting Misconduct and Protection from Retaliation Policy*.

I. COMPLICITY

Complicity is any act taken with the purpose of aiding, facilitating, promoting or encouraging the commission of an act of Prohibited Conduct by another person.

V. **UNDERSTANDING THE DIFFERENCE BETWEEN PRIVACY AND CONFIDENTIALITY**

The university is committed to protecting the privacy of all individuals involved in the investigation and resolution of a report under this Policy. The university also is committed to providing assistance to help students, employees, DSOs, and third-parties make informed choices. With respect to any report under this Policy, the university will take reasonable efforts to protect the privacy of participants, in accordance with applicable state and federal law, while balancing the need to gather information to assess the report and to take steps to eliminate Prohibited Conduct, prevent its recurrence, and remedy its effects. Privacy and confidentiality have distinct meanings under this Policy.

Privacy: Privacy means that information related to a report of Prohibited Conduct will be shared with a limited number of university employees who “need to know” in order to assist in support of the complainant and in the assessment, investigation, and resolution of the report. All employees who are involved in the university’s response to reports of Prohibited Conduct receive specific training and guidance about sharing and safeguarding private information in accordance with state and federal law.

The privacy of student education records will be protected in accordance with the Family Educational Rights and Privacy Act (“FERPA”), as outlined at <http://registrar.ucf.edu/ferpa>. The privacy of an individual’s medical and related records generally is protected by the Health Insurance Portability and Accountability Act (“HIPAA”) and/or state laws governing protection of medical records. Access to an employee’s personnel records may be restricted in accordance with Florida law and applicable collective bargaining agreements.

Confidentiality: Confidentiality exists in the context of laws that protect certain relationships, including with medical and clinical care providers (and those who provide administrative services related to the provision of medical and clinical care), mental health providers, counselors, victim advocates, and ordained clergy, all of whom may engage in confidential communications under Florida law.⁵ The university has designated individuals who have the ability to have privileged

⁵ Under Florida law, these confidential employees must report to authorities if an individual discloses she/he is a minor (under 18), a judge subpoenas the university to release information to the court, an individual expresses homicidal or suicidal intent, or the confidential employee receives knowledge that a minor (under 18), elder, or person with an intellectual disability is at risk for abuse.

communications as “confidential employees.” When information is shared by an individual with a confidential employee or a community professional with the same legal protections, the confidential employee (and/or such community professional) cannot reveal any information that could identify the individual to any third-party except where required or permitted by law. For example, information may be disclosed when: (i) the individual gives written consent for its disclosure; (ii) there is a concern that the individual will likely cause serious physical harm to self or others; or (iii) the information concerns conduct involving suspected abuse or neglect of a minor under the age of 18.

VI. EMPLOYEE REPORTING RESPONSIBILITIES

A. TITLE IX REPORTING OBLIGATIONS

An employee’s responsibility to report under this Policy is governed by her/his role at the university. Confidential employees are not required to report Prohibited Conduct to the university when the disclosure is made while serving in the role that entitles them under state law to have privileged communications. Responsible employees are required to immediately report to the University’s Office of Institutional Equity all relevant details (obtained directly or indirectly) about an incident of sex/gender-based discrimination or harassment, sexual harassment, sexual assault, sexual exploitation, relationship violence, and/or stalking (as defined herein) that involves any student as a complainant, respondent, and/or witness, including dates, times, locations, and names of parties and witnesses.⁶ Reporting is required when the responsible employee knows (by reason of a direct or indirect disclosure) or should have known of such sex/gender-based discrimination or harassment, sexual harassment, sexual assault, sexual exploitation, relationship violence, and/or stalking. Responsible employees include (but are not necessarily limited to) faculty (full-time and part-time), staff (full-time and part-time), resident assistants, graduate students with classroom responsibilities, Campus Security Authorities, and DSOs. This manner of reporting may help inform the university of the general extent and nature of Prohibited Conduct on and off campus so the university can track patterns, evaluate the scope of the problem, and formulate appropriate campus-wide responses. If a responsible employee is uncertain if specific conduct constitutes conduct that must be reported, the responsible employee should contact the Office of Institutional Equity for assistance with making this determination.

Responsible employees are not required to report information disclosed (1) at public awareness events (e.g., “Light Up the Night,” Clothesline Project,

⁶ Although this Policy is directed primarily to disclosures by students, as explained herein certain supervisory employees are obligated to report disclosures about all types of Prohibited Conduct involving a university employee.

candlelight vigils, protests, “survivor speak-outs” or other public forums in which students may disclose incidents of Prohibited Conduct; collectively, “Public Awareness Events”); (2) during a student’s participation as a subject in an Institutional Review Board-approved human subjects research protocol (“IRB Research”); or (3) as part of coursework submitted to an instructor in connection with a course assignment. Even in the absence of such obligation, all employees are encouraged to contact the Title IX coordinator if they become aware of information that suggests a safety risk to the university community or any member thereof. The university may provide information about students’ Title IX and/or other civil rights and about available university and community resources and support at Public Awareness Events. Also, Institutional Review Boards may, in appropriate cases, require researchers to provide such information to all student subjects of IRB Research.

B. DEAN, DIRECTOR, DEPARTMENT HEAD, AND SUPERVISOR REPORTING OBLIGATIONS

Under this Policy, deans, directors, department heads, and supervisors are required to report to the Office of Institutional Equity all relevant details about an incident of Prohibited Conduct where either the complainant or the respondent is an employee or DSO. Reporting is required when such deans, directors, department heads and supervisors know (by reason of direct or indirect disclosure) or should have known of such Prohibited Conduct. If a dean, director, department head or supervisor is uncertain if specific conduct constitutes conduct that must be reported, the Office of Institutional Equity should nevertheless be contacted for assistance with making this determination.

All university employees are strongly encouraged to report to law enforcement any conduct that could potentially present a danger to the community or may be a crime under Florida law.

C. CLERY REPORTING OBLIGATIONS

Under the Clery Act, certain university employees are designated as Campus Security Authorities (CSAs). The function of a CSA is to report to the UCF Police Department those allegations of Clery Act crimes that they receive and believe were made in good faith. This includes crimes where the victim chooses to remain anonymous. Based on information reported to CSAs, the university includes statistics about certain criminal offenses in its annual security report and provides those statistics to the United States Department of Education in a manner that does not include any personally identifying information about individuals involved in an incident. The Clery Act also requires the university to issue timely warnings to the university community about certain reported crimes that may pose a serious or continuing threat to

students and employees. Consistent with the Clery Act, the university withholds the names and other personally identifying information of complainants when issuing timely warnings to the university community. Pastoral counselors and professional counselors are exempt from reporting when a crime is reported and they are functioning within the scope of that recognition or licensure.

D. CHILD ABUSE REPORTING OBLIGATIONS

All university employees and DSOs are mandated reporters of child abuse, neglect or abandonment as defined by Chapter 39 of the Florida Statutes and must comply with Florida's mandated reporting laws. See Florida Statutes Sections 39.201 to 39.205. These laws require any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected to report such knowledge or suspicion to the Department of Children and Families (DCF), regardless of where it occurs. For purposes of this section, the age of the person at the time of the incident of child abuse, neglect, or abandonment (not the time when the employee is made aware or has reasonable cause to suspect the abuse) triggers the reporting duty. In addition, Florida Statutes and Board of Governors Regulation require the UCF Police Department and certain administrators (president, provost, senior/executive vice presidents, vice presidents, associate vice presidents, associate/vice provosts, deans, chief of police, equal opportunity programs director, intercollegiate athletics director, internal audit director, Title IX coordinator, and university compliance officer) upon receiving information from faculty, staff, or other institutional employees of known or suspected child abuse, abandonment, or neglect committed on university property, or during a university-sponsored event or function to report such knowledge or suspicion to the DCF. The law further prohibits UCF administrators from knowingly and willfully preventing another person from reporting such activity. Report to the DCF by:

- Fax: 1-800-914-0004 (Form available at <http://www.dcf.state.fl.us/programs/abuse/docs/faxreport.pdf>)
- Web: <https://reportabuse.dcf.state.fl.us/>
- Florida Abuse Hotline: 1-800-96ABUSE (1-800-962-2873) (Or TDD: 1-800-453-5145)

If a child is in imminent danger, dial 911 first and then report to DCF.

VII. **COMPLAINANT OPTIONS FOR REPORTING PROHIBITED CONDUCT**

There are two channels for reporting Prohibited Conduct – to the university and/or to law enforcement. A complainant may choose to report through either channel or to both as these reporting options are not mutually exclusive. Therefore, complainants may choose to

pursue both the university process and the criminal process concurrently. The university will support complainants in understanding, assessing, and pursuing these options.

The first priority for any individual should be personal safety and well-being. In addition to seeking immediate medical care, the university encourages all individuals to seek immediate assistance from 911, UCF Police, and/or local law enforcement. This is the best option to ensure preservation of evidence. The university also strongly urges that law enforcement be notified immediately in situations that may present imminent or ongoing danger.

A. REPORTING TO LAW ENFORCEMENT

Conduct that violates this Policy may also constitute a crime under the laws of the jurisdiction in which the incident occurred. For example, the State of Florida criminalizes and punishes some forms of sexual assault, relationship violence, sexual exploitation, stalking, and physical assault. *See* Chapters 741, 784, and 794 of the Florida statutes. Whether or not any specific incident of Prohibited Conduct may constitute a crime is a decision made solely by law enforcement. Similarly, the decision to arrest any individual for engaging in any incident of Prohibited Conduct is determined solely by the law enforcement agency responsible for investigating the incident. Such decisions are based on a number of factors, including availability of admissible evidence.

Complainants have the right to notify or decline to notify law enforcement. In keeping with its commitment to take all appropriate steps to eliminate, prevent, and remedy all Prohibited Conduct, the university urges complainants (or others who become aware of potential criminal conduct) to report Prohibited Conduct immediately to local law enforcement by contacting:

- i. 911 (for emergencies)
- ii. University Police (for non-emergencies): (407) 823-5555
24/7 Emergency Abroad Hotline: (407) 823-0595
- iii. State Police (for conduct occurring off campus) (850) 410-7000
- iv. Orange County Sheriff's Office: (407) 254-7000
- v. Seminole County Sheriff's Office: (407) 665-6600
- vi. City of Orlando Police Department: (407) 246-2470
- vii. Brevard County Sheriff's Office: (321) 264-5201
- viii. Osceola County Sheriff's Office: (407) 348-1100
- ix. Volusia County Sheriff's Office: (386) 943-7866
- x. Lake County Sheriff's Office: (352) 343-2101
- xi. Marion County Sheriff's Office: (352) 402-6000

Police have unique legal authority, including the power to seek and execute

search warrants, collect forensic evidence, make arrests, and assist in seeking an injunction. Although a police report may be made at any time, complainants should be aware that delayed reporting may diminish law enforcement's ability to take certain actions, including collecting forensic evidence and making arrests. The university will assist complainants in notifying law enforcement if they choose to do so. Under limited circumstances posing a threat to the health or safety of any university community member, the university may independently notify law enforcement.

B. REPORTING TO THE UNIVERSITY

Complainants (or others who become aware of an incident of Prohibited Conduct) are encouraged to report the incident to the university by contacting the Office of Institutional Equity by telephone, email, or in person during regular office hours (8am-5pm, M-F):

Office of Institutional Equity
12692 Gemini Boulevard S., Suite 123
Orlando, FL 32816-0030
(407) 823-1336
oiie@ucf.edu; <http://eeo.ucf.edu/>; <https://shield.ucf.edu>

There is no time limit for a complainant to report Prohibited Conduct to the university under this Policy;⁷ however, the university's ability to respond may diminish over time, as evidence may erode, memories may fade, and respondents may no longer be affiliated with the university. If the respondent is no longer a student, employee, or DSO, the university will provide reasonably appropriate remedial measures, assist the complainant in identifying external reporting options, and take reasonable steps to eliminate Prohibited Conduct, prevent its recurrence, and remedy its effects.

To encourage reporting, any individual (including a bystander or third-party) who makes a good faith report of Prohibited Conduct will not be subject to disciplinary action by the university for the reporter's own personal use of alcohol or drugs at or near the time of the incident provided any such violations did not harm or place the health or safety of any other person at risk. The university may offer support, resources, and educational counseling to such an individual.

⁷ This statement does not relieve responsible employees of their obligation to report sex/gender-based discrimination or harassment, sexual harassment sexual assault, relationship violence, sexual exploitation and/or stalking involving a student immediately to the Office of Institutional Equity.

VIII. ACCESSING CAMPUS AND COMMUNITY RESOURCES

The university offers a wide range of resources for all students and employees to provide support and guidance in response to any incident of Prohibited Conduct. Comprehensive information on accessing university and community resources is contained online at the following sites:

- UCF Shield: <https://shield.ucf.edu/>
- Discrimination and discriminatory harassment where the respondent is an employee, DSO, or third-party: <http://eeo.ucf.edu/>
- Related student code violations where the respondent is a student: <http://eeo.ucf.edu/> or <http://osrr.sdes.ucf.edu/>
- Office of Student Rights and Responsibilities: <http://osrr.sdes.ucf.edu>
- Office of Student Conduct: <http://osc.sdes.ucf.edu>
- Victim Services: <http://victimservices.ucf.edu>
- Student Care Services: <http://scs.sdes.ucf.edu>

Available resources include: emergency and ongoing assistance; health, mental health, and victim-advocacy services; options for reporting Prohibited Conduct to the university and/or law enforcement; and available support with academics, housing, and employment.

A. REMEDIAL AND PROTECTIVE MEASURES

The university offers a wide range of resources for students, employees, and DSOs whether as complainants, witnesses, or respondents, to provide support and guidance throughout the initiation, investigation, and resolution of a report of Prohibited Conduct. The university will offer reasonable and appropriate measures to protect a complainant and facilitate the complainant's continued access to university employment or education programs and activities. These measures may be both remedial (designed to address a complainant's safety and well-being and continued access to educational opportunities) or protective (designed to reduce the risk of harm to an individual or community). Remedial and protective measures, which may be temporary or permanent, may include no-contact directives, residence modifications, academic modifications and support, work schedule modifications, suspension from employment, and pre-disciplinary leave from employment (with or without pay). Remedial and protective measures are available regardless of whether a complainant pursues a complaint or investigation under this Policy. Also, remedial measures may be taken before the university's determination of whether the Prohibited Conduct occurred, as well as when the respondent is not affiliated with the university.

The university will maintain the privacy of any remedial and protective measures provided under this Policy to the extent practicable and will promptly address any violation of the remedial and protective measures. The

university has the discretion to impose and/or modify any remedial or protective measure based on all available information, and is available to meet with a complainant or respondent to address any concerns about the provision of remedial or protective measures.

The university will provide reasonable remedial and protective measures to third-parties as appropriate and available, taking into account the role of the third-party and the nature of any contractual relationship with the university.

B. INTERIM ACTIONS

In addition to remedial and protective measures, an interim action may be imposed on a student or student organization in accordance with *The Golden Rule* prior to the resolution of an investigation. Also, an employee may be placed on paid or unpaid administrative leave prior to the resolution of an investigation. Such actions may be taken when, in the professional judgment of a university official, a threat of imminent harm to persons or property exists. Interim administrative action is not a sanction. It is taken in an effort to protect the safety and well-being of the complainant and/or respondent, of others, of the university, or of property. Interim administrative action is preliminary in nature; it is in effect only until there is a resolution of the student or employee conduct matter.

With regard to a student, university officials designated to impose an interim action through *The Golden Rule* include, but are not limited to, the vice president of Student Development and Enrollment Services (SDES) or designee, and the director of the Office of Student Conduct or designee, upon notifying the vice president of SDES. With regard to an employee, the provost or designee and/or Human Resources will impose an interim action.

IX. INAPPROPRIATE AMOROUS RELATIONSHIPS

For the purposes of this Policy, “amorous relationships” are defined as intimate, sexual, and/or any other type of amorous encounter or relationship, whether casual or serious, short-term or long- term.

A. STUDENT CONTEXT

All faculty and staff must be aware that amorous relationships with students are likely to lead to difficulties and have the potential to place faculty and staff at great personal and professional risk. The power difference inherent in the faculty-student or staff-student relationship means that any amorous relationship between a faculty or staff member and a student is potentially exploitative or could at any time be perceived as exploitative and should be avoided. Faculty and staff engaged in such relationships should be sensitive to

the continuous possibility that they may unexpectedly be placed in a position of responsibility for the student's instruction or evaluation. In the event of a charge of Sexual Harassment arising from such circumstances, the university will in general be unsympathetic to a defense based upon consent when the facts establish that a faculty-student or staff-student power differential existed within the relationship.

1. Undergraduate Students

Subject to the limited exceptions herein, all employees and DSOs are prohibited from pursuing or engaging in an amorous relationship with any undergraduate student.

2. Graduate Students

With respect to graduate students (defined as any student enrolled at the university for post-baccalaureate education in any discipline or professional program), all employees and DSOs are prohibited from pursuing or engaging in an amorous relationship with a graduate student under that individual's authority. Situations of authority include, but are not limited to: teaching; formal mentoring or advising; supervision of research; employment of a student as a research or teaching assistant; exercising substantial responsibility for grades, honors, or degrees; and involvement in disciplinary action related to the student.

Students and employees/DSOs alike should be aware that pursuing or engaging in an amorous relationship with any graduate student will limit the employees' or DSO's ability to teach, mentor, advise, direct work, employ, and promote the career of the student involved.

3. Graduate Students in Positions of Authority

Like faculty and staff members, graduate students may themselves be in a position of authority over other students; for example, when serving as a teaching assistant in a course or when serving as a research assistant and supervising other students in research. The power difference inherent in such relationships means that any amorous relationship between a graduate student and another student over whom they have authority is potentially exploitative and should be avoided. All graduate students currently or previously engaged in an amorous relationship with another student are prohibited from serving in a position of authority over that student. Graduate students also should be sensitive to the continuous possibility that they may unexpectedly be placed in a position of responsibility for another student's instruction or evaluation.

4. Pre-existing Relationships with Any Student

The university recognizes that an amorous relationship with an employee or DSO may exist prior to the time that an undergraduate student enrolls at the university or may have existed and terminated prior to the undergraduate student's enrollment. Similarly, the university recognizes that with graduate students, an amorous relationship with an employee or DSO may exist (or have previously existed and terminated) prior to the time

the employee or DSO is placed in a position of authority over the graduate student. A "position of authority" includes teaching; formal mentoring or advising; supervising research; exercising responsibility for grades, honors, or degrees; considering disciplinary action involving the student; or employing the student in any capacity - including but not limited to student employment and internships, work study, or as a research or teaching assistant. Where there is a pre-existing amorous relationship that relationship must be disclosed to the Office of Institutional Equity, which may alert other offices as appropriate (i.e., Human Resources or the Office of the Provost). This disclosure must be made by the employee in a position of authority immediately if the student is an undergraduate, and prior to accepting a supervisory role of any type over any graduate student.

Unless effective steps have been taken in conjunction with Human Resources and/or the applicable dean or vice president to eliminate any potential conflict of interest in accordance with this Policy, all employees and DSOs currently or previously engaged in an amorous relationship with a student are prohibited from being in a position of authority over that student.

Similarly, all graduate students currently or previously engaged in an amorous relationship with another student are prohibited from serving in a position of authority over that student.

Following disclosure of an existing amorous relationship to the university, if the amorous relationship ends, the employee in a position of authority must immediately advise the Office of Institutional Equity and relevant dean or vice president.

5. If an Amorous Relationship Occurs with Any Student

If, despite these warnings, an employee, DSO, or graduate student becomes involved in an amorous relationship with a student in violation of this Policy, the employee, DSO, or graduate student must disclose the relationship immediately to the Office of Institutional Equity, which may alert other offices as appropriate (i.e., Human Resources or the Office of the Provost). Absent an extraordinary circumstance, no relationships in violation of this Policy will be permitted while the student is enrolled or the faculty or staff member is employed by the university. In most cases, it will be unlikely that an acceptable resolution to the conflict of interest will be possible, and the employees' or DSO's employment standing or the graduate student's position of authority may need to be adjusted until she or he no longer has supervisory or other authority over the student.

In addition to the amorous relationship itself, an employee, DSO, or graduate student's failure to report the existence of an amorous relationship that is prohibited by this Policy is also a violation of this Policy and may be cause for separation from the university. The university encourages immediate self-reporting, and will consider this factor in the context of any resolution that may be able to be reached.

Following disclosure of an existing amorous relationship to the university, if the amorous relationship ends, the employee in a position of authority must immediately advise the

Office of Institutional Equity and relevant dean or vice president.

B. EMPLOYMENT CONTEXT

Amorous relationships between supervisors and their subordinate employees often adversely affect decisions, distort judgment, and undermine workplace morale for all employees, including those not directly engaged in the relationship. Any university employee who participates in supervisory or administrative decisions concerning an employee with whom she or he has or has had an amorous relationship has a conflict of interest in those situations. These types of relationships, specifically those involving spouses and/or individuals who reside together, also may violate the State Code of Ethics for Public Officials as well as the University's *Policy on Employment of Relatives*.

Accordingly, the university prohibits all employees and DSOs from pursuing or engaging in amorous relationships with employees whom they supervise. No supervisor shall initiate or participate in institutional decisions involving a direct benefit or penalty (employment, retention, promotion, tenure, salary, leave of absence, etc.) to a person with whom that individual has or has had an amorous relationship. The individual in a position of authority can be held accountable for creating a sexually hostile environment or failing to address a sexually hostile environment and thus should avoid creating or failing to address a situation that adversely impacts the working environment of others.

1. Pre-existing Amorous Relationships Between Supervisors and Subordinate Employees

The university recognizes that an amorous relationship may exist prior to the time an individual is assigned to a supervisor. Supervisory, decision-making, oversight, evaluative or advisory relationships for someone with whom there exists or previously has existed an amorous relationship is unacceptable unless effective steps have been taken to eliminate any potential conflict of interest in accordance with this Policy. The current or prior existence of such a relationship must be disclosed by the employee in a position of authority prior to accepting supervision of the subordinate employee to the Office of Institutional Equity (OIE), which may alert other offices as appropriate (i.e., Human Resources or the Office of the Provost).

Once OIE, Human Resources or Office of the Provost has determined that the disclosed relationship constitutes a conflict of interest, in consultation with the appropriate university administrators, the relevant dean or vice president will determine, at her or his sole discretion, whether and how the conflict of interest can be eliminated through termination of the situation of authority.

Following disclosure of an existing amorous relationship to the university, if the amorous relationship ends, the employee in a position of authority must immediately advise the Office of Institutional Equity and relevant dean or vice president.

2. If an Amorous Relationship Occurs or has Occurred between a Supervisor and her/his Subordinate Employee

If, despite these warnings, an employee or DSO enters into an amorous relationship with someone over whom she or he has supervisory, decision-making, oversight, evaluative, or advisory responsibilities in violation of this Policy, then that employee must disclose the existence of the relationship immediately to the Office of Institutional Equity, which may alert other offices as appropriate (i.e. Human Resources or the Office of the Provost). Once OIE, Human Resources, or the Office of the Provost has determined that the disclosed relationship constitutes a conflict of interest, in consultation with appropriate university administrators, the relevant dean or vice president will determine, at her or his sole discretion, whether and how the conflict of interest can be eliminated through termination of the situation of authority. An acceptable resolution to the conflict of interest may not be possible. If the conflict of interest cannot be eliminated, the supervisor's employment standing may need to be adjusted. In addition to the amorous relationship itself, a supervisor's failure to report the existence of the relationship with a subordinate employee is also a violation of this Policy. The university encourages immediate self-reporting, and will consider this factor in the context of any resolution that may be able to be reached.

Following disclosure of an existing amorous relationship to the university, if the amorous relationship ends, the employee in a position of authority must immediately advise the Office of Institutional Equity and relevant dean or vice president.

X. PREVENTION, AWARENESS AND TRAINING PROGRAMS

The university is committed to the prevention of Prohibited Conduct through regular and ongoing education and awareness programs. Incoming students and new employees receive mandatory primary prevention and awareness programming as part of their orientation, and returning students and current employees receive ongoing training and related education and awareness programs. The university provides training, education and awareness programs to students, employees, registered student organizations, and DSOs to ensure broad understanding of this Policy and the topics and issues related to maintaining an education and employment environment free from harassment and discrimination. Accordingly, students and employees are expected to attend the ongoing training and awareness programs and review this Policy so that they can contribute to the commitment of maintaining a safe and non-discriminatory learning, living and working environment for all members of the university.

For a description of the university's Prohibited Conduct prevention and awareness programs, including programs on minimizing the risk of incidents of Prohibited Conduct and bystander intervention, see the university's annual security reports (found online at: <https://police.ucf.edu/crime-statistics>).

XI. OBLIGATION TO PROVIDE TRUTHFUL INFORMATION

All university community members are expected to provide truthful information in any report, investigation, or proceeding under this Policy. Submitting or providing false or misleading information in bad faith or with a view to personal gain or intentional harm to another in connection with an incident of Prohibited Conduct is prohibited and subject to disciplinary sanctions under *The Golden Rule* (for students), and any other applicable and appropriate university policy or policies and regulations (for employees). This provision does not apply to reports made or information provided in good faith, even if the facts alleged in the report are not later substantiated.

XII. PROCEDURES

The specific procedures for reporting, investigating, and resolving Prohibited Conduct are based upon the nature of the respondent's relationship to the university (student, employee, registered student organization, DSO, or third party). Each set of procedures referenced below is guided by the same principles of fairness and respect for complainants and respondents. The procedures referenced below provide for a prompt and equitable response to reports of Prohibited Conduct. The procedures designate specific timeframes for major stages of the process, provide for thorough and impartial investigations that afford the complainant and respondent notice and an opportunity to present witnesses and evidence, and assure equal and timely access to the information that will be used in determining whether a Policy violation has occurred. The university applies the preponderance of the evidence standard when determining whether this Policy has been violated. "Preponderance of the Evidence" means that it is more likely than not that a Policy violation occurred.

A. WHERE THE RESPONDENT IS A STUDENT OR REGISTERED STUDENT ORGANIZATION

The procedures for responding to reports of Prohibited Conduct committed by students and registered student organizations are detailed in UCF's *The Golden Rule* (<http://goldenrule.sdes.ucf.edu/>).

B. WHERE THE RESPONDENT IS AN EMPLOYEE OR DIRECT SUPPORT ORGANIZATION EMPLOYEE

The procedures for responding to reports of Prohibited Conduct committed by employees and DSOs are detailed in UCF's Office of Institutional Equity's *Discrimination Grievance Investigation Process*.
<http://eeo.ucf.edu/documents/DiscriminationGrievanceInvestigationProcedure.pdf>

C. WHERE THE RESPONDENT IS BOTH A STUDENT AND AN EMPLOYEE

- The student-respondent procedures will apply if the respondent's

primary status is as a student.

- The employee-respondent procedures will apply if the respondent's primary status is as an employee.
- If there is a question as to the predominant role of the respondent, the university will determine which of the procedures applies based on the facts and circumstances (such as which role predominates in the context of the Prohibited Conduct). The student-respondent procedures typically will apply to graduate students except in those cases where the graduate student's assistantship role predominated in the context of the Prohibited Conduct. Further, where a respondent is both a student and an employee (including but not limited to graduate students), the respondent may be subject to any of the sanctions applicable to students or employees.

D. WHERE THE RESPONDENT IS A THIRD-PARTY

The university's ability to take appropriate corrective action against a third-party will be determined by the nature of the relationship of the third-party to the university. The university will determine the appropriate manner of resolution consistent with the university's commitment to a prompt and equitable process under federal law, federal guidance, and this Policy.

XIII. RELATED INFORMATION

A. STUDENTS AS RESPONDENTS

The Golden Rule: <http://goldenrule.sdes.ucf.edu/>

B. EMPLOYEES AND THIRD-PARTIES AS RESPONDENTS

UCF Regulation 3.001 Non-Discrimination; Affirmative Action Programs
http://regulations.ucf.edu/docs/notices/3.001Non-DiscrimAffirmActionsPrograms_Nov10.pdf

UCF Regulation 3.0134 Grievances Alleging Discrimination
http://regulations.ucf.edu/docs/notices/3.0134GrievancesAllegingDiscrimination_finalMay09_000.pdf

C. STATE AND FEDERAL LAWS

Florida Civil Rights Act of 1992
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0700-0799/0760/0760PARTIContentsIndex.html

Title VI of the Civil Rights Act of 1964

<https://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/pdf/USCODE-2010-title42-chap21-subchapV.pdf>

Title VII of the Civil Rights Act of 1964

<https://www.eeoc.gov/laws/statutes/titlevii.cfm>

Title IX of the Education Amendments of 1972

<https://www.gpo.gov/fdsys/pkg/USCODE-2013-title20/pdf/USCODE-2013-title20-chap38.pdf>

Section 504 of the Rehabilitation Act of 1973

<https://www.dol.gov/oasam/regs/statutes/sec504.htm>

The Age Discrimination in Employment Act of 1967

<https://www.eeoc.gov/laws/statutes/adea.cfm>

The Genetic Information Nondiscrimination Act of 2008

<https://www.eeoc.gov/laws/statutes/gina.cfm>

The Equal Pay Act of 1963

<https://www.eeoc.gov/laws/statutes/epa.cfm>

XIV. CONTACTS TITLE IX COORDINATOR

The Title IX coordinator is charged with monitoring the university's compliance with Title IX, ensuring appropriate education and training, coordinating the university's investigation, response, and resolution of all reports under this Policy and ensuring appropriate actions to eliminate Prohibited Conduct, prevent its recurrence, and remedy its effects. UCF's Office of Institutional Equity oversees reports involving students, employees, registered student organizations, DSOs, and third-parties. The university also has designated deputy Title IX coordinators who may assist the Title IX coordinator in the discharge of these responsibilities. The Title IX coordinator and deputy Title IX coordinators receive ongoing appropriate training to discharge their responsibilities.

Concerns about the university's application of Title IX may be addressed to the Title IX coordinator. Additionally, concerns about the university's application of Title VII and/or other federal and state anti-discrimination laws may be addressed to the Office of Institutional Equity. The Title IX coordinator and Office of Institutional Equity can be contacted by telephone, email, or in person during regular office hours as follows: 12692 Gemini Blvd. S., Suite 123, Orlando, FL 32816-0030; Phone: 407-823-1336; Email: oiie@ucf.edu. The identities and contact information for the Title IX coordinator and Deputy Title IX Coordinators can be found at <https://shield.ucf.edu>.

External reporting options include the United States Department of Education, Clery Act Compliance Team (at clery@ed.gov); the United States Department of Education, Office for Civil Rights (at OCR@ed.gov or 800-421-3481); the Equal Employment Opportunity Commission (at info@eeoc.gov or 800-669-4000); and/or the Florida Commission on Human Relations (800-342-8170).

XV. POLICY REVIEW

This Policy is maintained by the Office of Institutional Equity. The university will periodically review and update this Policy and will evaluate, among other things, any changes in legal requirements, existing university resources, and the resolution of cases from the preceding year (including, but not limited to, timeframes for completion and sanctions and remedies imposed).

XVI. INITIATING AUTHORITY

President

POLICY APPROVAL (For use by the Office of the President)	
Policy Number: <u>2-004</u>	
University Policies and Procedures Committee Chair:	 Date: <u>6/2/2017</u>
President or Designee:	 Date: <u>6/6/17</u>

University of Central Florida
Florida Equity Report
Report Year: 2017
Data Year: 2015-16

Attachment B

University of Central Florida
President's Statement
Regarding Equal Opportunity and Affirmative Action

As President of the University of Central Florida, I wish to affirm my support for the goals of equal opportunity and affirmative action as identified in state and federal law. The University of Central Florida is an equal opportunity employer and educational provider. The University prohibits discrimination on the basis of race or ethnicity, color, sex (including pregnancy and parental status), sexual orientation, gender identity, gender expression, age, national origin, religion (or non-religion), disability, marital status, genetic information, protected veteran's status, or any other basis that is protected by federal or state law in all of its programs and activities. The University prohibits discrimination with respect to all terms and conditions of employment and in all of its educational programs, activities, services, and related opportunities.

The University will actively seek to ensure a diverse and inclusive faculty, staff, and student body by, for example, making outreach efforts that encourage all qualified individuals to apply for employment and enrollment. The University maintains an Affirmative Action Plan aimed at developing and maintaining a broadly-representative workforce. Respect for diverse viewpoints, experiences, and intellectual pursuits is a cornerstone of learning, and this atmosphere of empowerment shall be characteristic of this University and its efforts. The University remains committed to seeking the best-qualified person to fill each available position. Candidates for employment will be assured careful and fair consideration. The University will reward employees based on job performance.

The University does not tolerate unlawful harassment, a form of discrimination. Harassment consists of abusive behavior directed toward an individual or group because of race, color, sex (including pregnancy and parental status, domestic violence, dating violence or sex-based stalking), sexual orientation, gender identity, gender expression, marital status, age, national origin, religion (or non-religion), disability, genetic information, or protected veteran's status. Unlawful harassment occurs when discriminatory threats, intimidation, ridicule, or insults are so severe or pervasive as to alter the terms and conditions of employment or educational access and create a hostile environment.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, performance appraisal, or academic performance or (2) such conduct has the purpose or effect of substantially interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive work or academic environment. The University (a) strictly prohibits making submission to harassment either explicitly or implicitly a term or condition of an individual's employment, performance appraisal, or evaluation of academic performance; and (b) forbids harassment that has the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive environment.

The University prohibits romantic and sexual relationships between an employee and a student or between a supervisor and an employee when that relationship constitutes a conflict of interest. That may occur even when such relationships appear, or are believed to

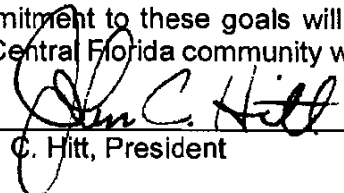
be, consensual. The lines of power and authority that exist between the parties may undermine freedom of choice and the integrity of the work or educational environment.

Every member of the University community is directed to refrain from actions that threaten, intimidate, humiliate, or demean persons or groups because of race, color, sex (pregnancy and parental status), sexual orientation, gender identity, gender expression, age, national origin, religion (or non-religion), disability, genetic information, marital status, or protected veteran's status. Each member of the administrative leadership team is responsible for all necessary initiatives in pursuit of these goals. This Equal Employment Opportunity and Affirmative Action policy shall be implemented throughout the University. It is the responsibility of all departments and personnel to ensure the University's compliance. Employees, students, and others must be free from fear of reprisal in exercising their civil rights. The University strictly prohibits harassment, intimidation, threats, coercion, or other types of retaliation against employees, students, and others for (1) filing a discrimination complaint, reporting discrimination, or otherwise opposing discrimination, or (2) assisting in a discrimination investigation or other procedure relating to civil rights laws. Retaliation shall be regarded as seriously as discrimination (including harassment) itself. Both will warrant discipline where substantiated.

Any person who believes that he or she is being harassed or otherwise subjected to unlawful discrimination or retaliation is encouraged to consult with the Office of Equal Opportunity and Affirmative Action Programs (EOAA). This office is assigned primary responsibility for addressing all matters relating to discrimination and harassment. Complaints under Titles IV, VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, as amended, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Act, the Florida Educational Equity Act, the Americans with Disabilities Act of 1990, as amended, the Florida Civil Rights Act, and other civil rights statutes should be brought to the attention of the EOAA Director:

Maria D. Beckman
Millican Hall 330
Orlando, FL 32816-0030
(407) UCF-1EEO (phone)
Maria.Beckman@ucf.edu
<http://www.eeo.ucf.edu/>

The administrative leadership will be kept informed of my commitment to equal opportunity, equal access, and affirmative action at the University of Central Florida. Regular reporting of each administrative unit to me will ensure that goals are being met. I am convinced that our commitment to these goals will measurably strengthen the University and its relationship to the Central Florida community we serve.



John C. Hitt, President 6/16/16
Date

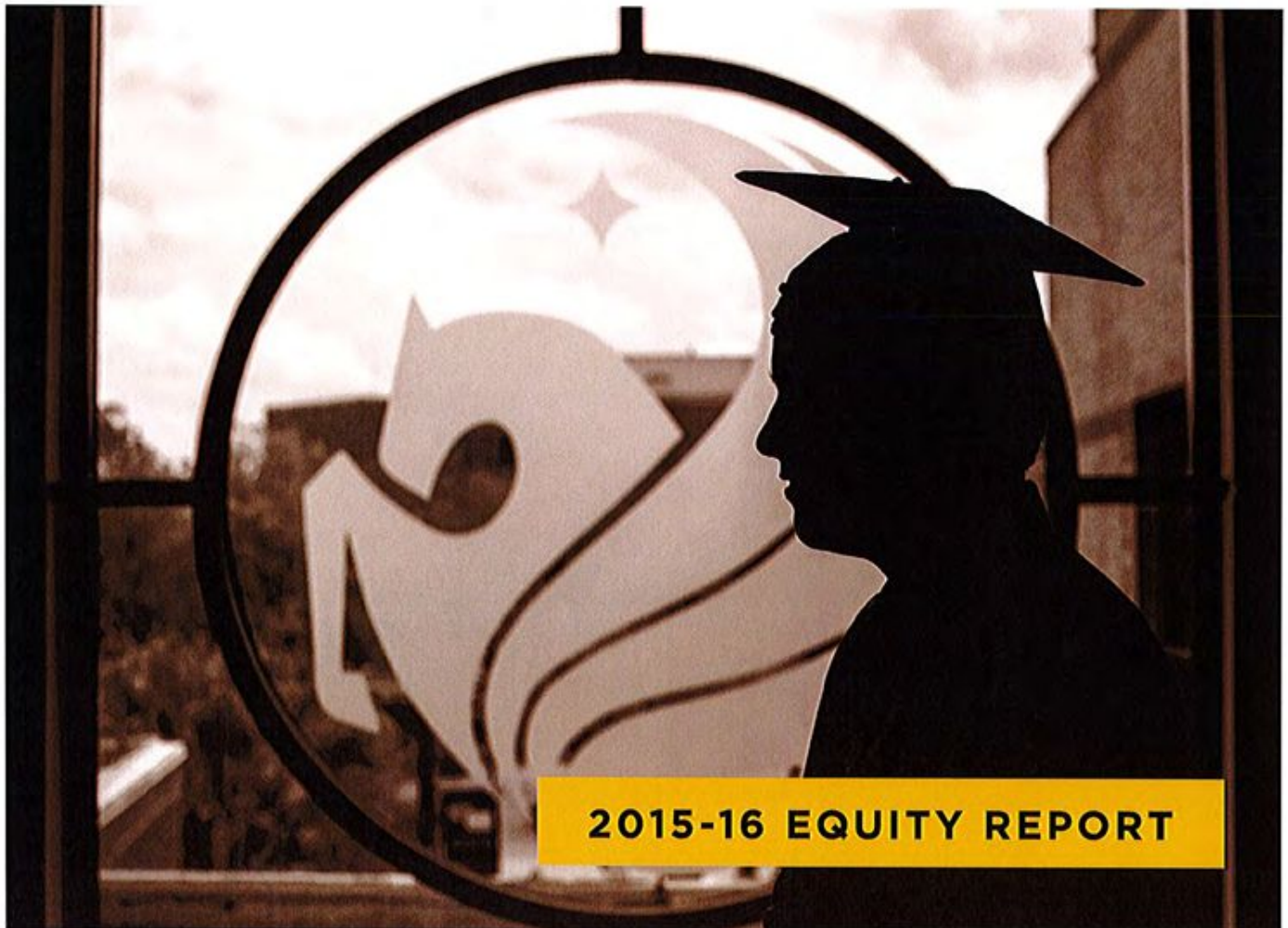
University of Central Florida
Florida Equity Report
Report Year: 2017
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Attachment C



TRANSFORMATIVE OPPORTUNITIES

Inspiring Equity, Diversity and Inclusion



UNIVERSITY OF CENTRAL FLORIDA | DIVISION OF STUDENT DEVELOPMENT AND ENROLLMENT SERVICES

MARIBETH EHASZ, Ph.D., VICE PRESIDENT FOR STUDENT DEVELOPMENT AND ENROLLMENT SERVICES

TABLE OF CONTENTS

INTRODUCTION	1
SUMMARY	2
EVENTS LISTING	3
APPENDIX: SDES DIRECTORY	24

EQUITY, DIVERSITY AND INCLUSION FRAMEWORK

SDES is committed to providing a culturally competent and safe environment in which all employees and students embrace the similarities and differences we share. Equity, diversity and inclusion are critical to an individual's holistic development. SDES provides the framework for creating and fostering a campus-wide inclusive environment. We endeavor to foster an inclusive environment through our hiring processes, trainings, self-exploration opportunities and the development of culturally competent SDES faculty, staff and students.

SDES DIVERSITY HISTORY

Ongoing diversity training is critical to the success of our staff and students. Since 2011, the SDES diversity training program has provided learning opportunities to help raise awareness through self-discovery, drive staff engagement, and strengthen our core values. These efforts are enhanced by our partnership with the Office of Diversity and Inclusion. Staff members earn Diversity Education Units (DEUs) credits that are designed to promote cross-cultural understanding and inclusiveness. DEUs are awarded for multimodal learning activities and programs. Participants earn one DEU for each hour completed. For more information, visit: <http://www.sdes.ucf.edu/deu/faq/>.

INTRODUCTION

At UCF, we recognize the value of equity, diversity, and inclusion. Our work is guided by the tenets of the UCF Creed: *Integrity, Scholarship, Community, Creativity, and Excellence*. Approximately 45% of our students are minorities. The contributions of ideas, culture and talents from our diverse student body strengthens our university community and benefits us greatly.

The Division of Student Development and Enrollment Services is a national model for integrating equity, diversity and inclusion into the student experience through co-curricular learning opportunities. Our staff members work tirelessly to create and cultivate socially just learning and inclusive environments that help students reach their academic, personal and professional aspirations. Our goal is to transform lives and livelihoods through advocacy, awareness, change, and opportunity.

This year's equity report highlights our many programs, partnerships and initiatives focused on respect, responsibility, and tolerance. Annually, we organize thousands of campus events and activities and we are extremely proud of our work to bring change to our campus community and our world.

Sincerely,



Maribeth Ehasz, Ph.D.

Vice President
Student Development and Enrollment Services
University of Central Florida

SUMMARY

**TOTAL PROGRAMS,
ACTIVITIES AND EVENTS:**

378

**TOTAL
ATTENDANCE:**

72,591

ACCESS AND STUDENT SUCCESS INITIATIVES

**PROGRAMS
AND EVENTS:**

95

**STUDENTS
ATTENDED:**

40,245

SPONSORS:

- First Year Advising and Exploration
- First Year Experience
- Multicultural Academic Support Services
- Student Academic Resource Center
- Student Accessibility Services
- SDES TRIO Center
- Transfer and Transition Services
- Veterans Academic Resource Center
- Registrar's Office

CAMPUS LIFE INITIATIVES

**PROGRAMS
AND EVENTS:**

274

**STUDENTS
ATTENDED:**

31,327

SPONSORS:

- Career Services
- Counseling and Psychological Services
- Housing and Residence Life
- Integrity and Ethical Development
- LEAD Scholars Academy
- Neighborhood Relations and Safety Education
- Fraternity and Sorority Life
- Office of Student Conduct
- Office of Student Involvement
- Recreation and Wellness Center
- Social Justice and Advocacy
- Student Care Services
- Student Government Association
- Student Health Services
- Student Legal Services
- Student Union
- Wellness and Health Promotions
- Creative School for Children

EVENTS LISTING

The information on the following pages highlights SDES programs, activities, events and initiatives that support and promote awareness of equity, diversity and inclusion. Our collective efforts challenge UCF students and staff to engage in positive, interactive dialogue related to social justice issues prevalent in our society.



SDES EVENT	PURPOSE	DATE	SDES OFFICE
22 ND ANNUAL JOSEPH C. ANDREWS MENTORING CELEBRATION	Support student success by promoting diversity and inclusion by providing high-quality health services	February 1, 2016	Student Development and Enrollment Services – multiple offices
A WALK IN MY SHOES...FIRST GENERATION COLLEGE STUDENTS	Professional development – provide life stories of first-generation students and practical advice for academic advisors	October 20, 2016	First Year Advising and Exploration
ABC'S OF DIVERSITY	Support student success by promoting diversity and inclusion by providing high-quality health services	August 11, 2015 and June 6, 2016	Student Development and Enrollment Services – multiple offices
ACADEMIC INTEGRITY AND PROFESSIONALISM	Support success and wellbeing	Fall 2015	Integrity and Ethical Development
ACTIONS TO PREVENT AND CORRECT DISCRIMINATION COURSE	Support student success by promoting diversity and inclusion	January 12, 2016	Student Development and Enrollment Services – multiple offices
ADHD WORKSHOPS	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
ADJUSTING INTO YOUR KNIGHTHOOD	Support student success by promoting diversity and inclusion	June 28, 2016	Student Development and Enrollment Services – multiple offices
ADVISING KNIGHTS	Support student success by promoting diversity and inclusion	September 8 & 11	Student Development and Enrollment Services – multiple offices
AIDS BANQUET	Support student success by promoting diversity and inclusion	December 1, 2016	Social Justice and Advocacy
ALL FOR ONE! ONE FOR ALL!	Create transformative living and learning environments where students feel safe, involved and inspired	February 16, 2016	Housing and Residence Life
ALL GENDER LOVE	Support student success by promoting diversity and inclusion	February 14, 2017	Social Justice and Advocacy
ASIAN AMERICAN HERITAGE MONTH	Support student success by promoting diversity and inclusion	March 24,--April 23, 2016	Student Development and Enrollment Services – multiple offices
ASIAN PACIFIC AMERICAN COALITION (APAC) STUDENT LEADERSHIP CONFERENCE	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	Student Development and Enrollment Services – multiple offices
ASIAN STUDENT ASSOCIATION PAGEANT	Support student success by promoting diversity and inclusion	April 2015	Student Development and Enrollment Services – multiple offices
ASIAN STUDENT ASSOCIATION, VIETNAMESE STUDENT	Support student success by promoting diversity and inclusion	October 2016	Student Development and Enrollment Services – multiple offices

ASSOCIATION, FILIPINO STUDENT			
AUTISM CONNECTIONS SUPPORT GROUP	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
B.L.A.C.K SERIES BOOSTER SESSIONS	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
B.L.A.C.K. INSTITUTE	Promote the emotional, relational, and academic potential of students	October 2-3, 2015	Counseling and Psychological Services
B.S.A (B)EING (S)OCIALY (A)WARE	Create transformative living and learning environments where students feel safe, involved and inspired	February 15, 2016	Housing and Residence Life
BEA-YOU-TIFUL	Create transformative living and learning environments where students feel safe, involved and inspired	February 18, 2016	Housing and Residence Life
BEEP BASEBALL	Promote active recreation and wellness for students with any physical ability	April 20, 2017	Recreation and Wellness Center
BEING OUT IN THE WORK PLACE-LBGTQ EMPLOYER PANEL	Connect students and alumni with career, job and internship opportunities	March 29, 2016	Career Services
BOUNCE BACK CAMPAIGN AND PROGRAMMING	Support student success by promoting diversity and inclusion by providing high-quality health services	2015-2016 Academic Year	Student Health Services
BRING YOUR A GAME: GETTING A'S USING TIME MANAGEMENT	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	Student Academic Resource Center
BROTHER TO BROTHER PROGRAM (B2B)	Provide academic, career, leadership development, social and financial support to multicultural or first generation undergraduate males	2015-2016 Academic Year	Multicultural Academic and Support Services
BROWNIES AND PRIVILEGE	Create transformative living and learning environments where students feel safe, involved and inspired	November 17, 2015	Housing and Residence Life
BUILDING LEADERS AND CONNECTING KNIGHTS (B.L.A.C.K.) FORUM ON "U- KNIGHT-ED WE STAND"	Support student success by promoting diversity and inclusion	October 21, 2016	Student Development and Enrollment Services – multiple offices
CAMPUS PRIDE INDEX	Support student success by promoting diversity and inclusion	August 2016	Social Justice and Advocacy
CAPS B.L.A.C.K. INSTITUTE RESUME BUILDING WORKSHOP	Connect students and alumni with career, job and internship opportunities	October 13, 2015	Career Services
CAPS EQUITY AND INCLUSION	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services

COMMITTEE AND COLLABORATIONS			
CAREER EXPLORATION FOR STUDENTS WITH DOWN SYNDROME	Connect students and alumni with career, job and internship opportunities	November 14, 2015	Career Services
CAREER SERVICES AND NETWORKING FOR THE IGNITE IN STEM PROGRAM	Connect students and alumni with career, job and internship opportunities	November 19, 2015	Career Services
CAREERECO DIVERSITY CAREER FAIR	Connect students and alumni with career, job and internship opportunities	March 23, 2016	Career Services
CATERING EXEMPTION PROCESS	Enhance the quality of student life and support co-curricular activities	2015-2016 Academic Year	Student Union
CHINESE NEW YEAR CELEBRATION: YEAR OF THE ROOSTER	Support student success by promoting diversity and inclusion	February 7, 2017	Social Justice and Advocacy
CITY OF ORLANDO MLK PARADE	Support student success by promoting diversity and inclusion	January 14, 2016	Social Justice and Advocacy
COLLEGE LIFE SKILLS WORKSHOP SERIES	Support success and wellbeing	2015-2016 Academic Year	Integrity and Ethical Development
COLLEGE PREP DAY	Provide multicultural and first generation students with information on the college admissions process, SAT/ACT, financial aid, and careers	September 15, 2015	Multicultural Academic and Support Services
COLLEGE STUDENT TODAY AND PROFESSIONALISM	Support success and wellbeing	Spring 2016	Transfer and Transition Services
COLOR YOUR LIFE	Create transformative living and learning environments where students feel safe, involved and inspired	February 10, 2016	Housing and Residence Life
COMMON READ SELECTION: EMBRACING DIVERSITY AND DISABILITIES	Help students build a strong academic foundation by developing important life and study skills	2015-2016 Academic Year	First Year Experience
COMMUNICATING ACROSS CULTURES	Support student success by promoting diversity and inclusion by providing high-quality health services	August 19, 2015 and June 14, 2016	Student Health Services
CONSCIOUS THOUGHTS CAFÉ	Support student success by promoting diversity and inclusion	Fall 2016	Social Justice and Advocacy
CREATE YOUR IDENTITY IN A SUNDAE	Create transformative living and learning environments where students feel safe, involved and inspired	November 17, 2015	Housing and Residence Life
CREATING PEACE AMONG	Create transformative living and learning environments where	Fall 2015	Housing and Residence Life

ROOMMATES WORKSHOP	students feel safe, involved and inspired		
CREATIVE SCHOOL INTERNATIONAL DINNER	Support student success by promoting diversity and inclusion	November 13, 2015	The Creative School for Children
DIA DE LOS MUERTOS	Support student success by promoting diversity and inclusion	September 29, 2016	Social Justice and Advocacy
DID YOU KNOW-DIVERSITY MARKETING EVENT IN THE STUDENT UNION	Support success and wellbeing	October 9 and November 5, 2015	Student Government Association
DIFFERENCE MATTERS: SOCIAL IDENTITY MEMBERSHIP	Create transformative living and learning environments where students feel safe, involved and inspired	February 16, 2016	Housing and Residence Life
DISABILITY BARRIERS	Support student success by promoting diversity and inclusion by providing high-quality health services	2015-2016 Academic Year	Student Health Services
DISCOVER YOUR LEARNING STYLE	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	Student Academic Resource Center
DISCRIMINATION PREVENTION AND CORRECTION TRAINING AND UPDATE	Create transformative living and learning environments where students feel safe, involved and inspired	January 30, 2015	Housing and Residence Life
DIVERSITY CERTIFICATE SERIES	Support student success by promoting diversity and inclusion by providing high-quality health services	2015-2016 Academic Year	Student Health Services
DIVERSITY FLAGS	Create transformative living and learning environments where students feel safe, involved and inspired	February 10, 2016	Housing and Residence Life
DIVERSITY TRAINING	Support student success by promoting diversity and inclusion by fostering a caring community of Knights	2015-2016 Academic Year	Student Development and Enrollment Services – multiple offices
DON'T BE COLD: DIVERSITY AND INCLUSION	Create transformative living and learning environments where students feel safe, involved and inspired	February 17, 2016	Housing and Residence Life
DONUT LEAVE ME OUT!	Create transformative living and learning environments where students feel safe, involved and inspired	February 10, 2016	Housing and Residence Life
DRAG DIVAS	Support student success by promoting diversity and inclusion	March 21, 2017	Social Justice and Advocacy
EDUCATED, BLACK, MALE: MARC LAMONT HILL	Support student success by promoting diversity and inclusion	January 30, 2017	Social Justice and Advocacy

ENGAGING LATINO STUDENTS FOR TRANSFER AND COLLEGE COMPLETION	Provide support to Latino students interested in pursuing a degree in business, social sciences and hospitality	2015-2016 Academic Year	Multicultural Academic and Support Services
ENHANCING CULTURAL PROFICIENCY	Introduce the concepts of diversity, multiculturalism, individual identity, and the importance of being accepting of others to orientation staff members	February 16-25, 2016	First Year Experience
EPHRAIM PROJECT	Support success and wellbeing	April 18, 2016	Student Government Association
ETHICS IN GRADUATE SCHOOL AND BEYOND	Support success and wellbeing	2015-2016 Academic Year	Integrity and Ethical Development
EXAMINING THE REAL DISABILITY BARRIERS	Support student success by promoting diversity and inclusion	February 4 – April 7 2016	Student Accessibility Services
EXPLORING YOUR MULTICULTURAL WORKSHOP SERIES	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
FAMILY DAY BBQ	Promote the academic success of veteran and non-traditional students and connect them with each other, programs and resources	March 2016	Veterans Academic Resource Center
FIELD OF MEMORIES: BE AWARE SHOW YOU CARE EXHIBIT	Promote the emotional, relational, and academic potential of students	September 10, 2015	Counseling and Psychological Services
FINAL EXAM PREPARATION	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	Student Academic Resource Center
FINANCIAL LITERACY SERIES	Support the academic success of multicultural and first generation students	2015-2016 Academic Year	Multicultural Academic and Support Services
FIRST GENERATION PROGRAM CONFERENCE SERIES	Provide first generation college students with a structured approach to transitioning to UCF while engaging them in a meaningful student experience	2015-2016 Academic Year	Multicultural Academic and Support Services
FIRST IN THE WORLD	Support programming for incoming new students who are either first-generation and/or Pell grant eligible	Fall 2016	First Year Advising and Exploration
FIRST YEAR SCHOLARS RECEPTION	Recognize students who achieved a 3.5 or higher in the fall semester	February 15, 2016	First Year Experience
FLEECE IT UP! – BLANKETS FOR THE HOMELESS	Support success and wellbeing	October 12 and November 3, 2015	Student Government Association
FROM COLORING COMES CARING	Support student success by promoting diversity and inclusion by providing high-quality health services	July 20, 2016	Student Development and Enrollment Services – multiple offices
GENDER DIFFERENCES IN COMMUNICATION	Support student success by promoting diversity and inclusion by	August 25, 2015 and June 15, 2016	Student Health Services

	providing high-quality health services		
GENDER IDENTITY TRAINING AT STUDENT EMPLOYEE STAFF RETREAT	Enhance the quality of student life and support co-curricular activities	2015-2016 Academic Year	Student Union
GET DIVERSIFIED	Help first-time-in-college and new transfer students become engaged with the campus community	2015-2016 Academic Year	First Year Experience
GETTING IN TUNE WITH YOUR ADHD	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
GLB SUPPORT	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
GOAL SETTING	Support student success by promoting diversity and inclusion	July 19, 2016	Student Academic Resource Center
GRADUATE/PROFESSIONAL SCHOOL VISITS	Support the academic success of multicultural and first generation students	2015-2016 Academic Year	Multicultural Academic and Support Services
GRANT THORNTON & NATIONAL ASSOCIATION OF BLACK ACCOUNTANTS DIVERSITY CAREER EXPO PANEL	Connect students and alumni with career, job and internship opportunities	September 18, 2015	Career Services
GREEK LEADERSHIP CHALLENGE CULTURAL COMPETENCY WORKSHOP	Promote equity, diversity, inclusion respect and responsibility	January 28, 2017	Fraternity and Sorority Life
GREEK LEADERSHIP CHALLENGE TITLE IX WORKSHOP	Promote equity, diversity, inclusion respect and responsibility	January 28, 2017	Fraternity and Sorority Life
HALLWAY OF FLAGS	Enhance the quality of student life and support co-curricular activities	2015-2016 Academic Year	Student Union
HEALING ART EXHIBIT	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
HEALTH EMPOWERMENT	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
HEALTHY KNIGHT EXPO	Support student success by promoting diversity and inclusion by providing high-quality health services	October 7, 2015	Student Development and Enrollment Services – multiple offices
HEELS OF POWER	Support success and wellbeing	October 28, 2015	LEAD Scholars Academy
HIDDEN FIGURES	Support the academic success of multicultural and first generation students	January 23, 2017	Multicultural Academic and Support Services
HIV RAPID TESTING EVENTS	Support student success by promoting diversity and inclusion by providing high-quality wellness services	2015-2016 Academic Year	Health Wellness Promotion

HOSPITALITY DIVERSITY TRAINING	Support success and wellbeing	September 25, 2015	Office of Student Involvement
HOUSING TRAINING NEW RAS	Create transformative living and learning environments where students feel safe, involved and inspired	December 2015	Housing and Residence Life
HOW IMPORTANT IS SOCIAL JUSTICE?	Create transformative living and learning environments where students feel safe, involved and inspired	February 9, 2016	Housing and Residence Life
HOW THE COMMUNITY SEES YOU!	Create transformative living and learning environments where students feel safe, involved and inspired	February 8, 2016	Housing and Residence Life
IDENTIFY YOURSELF	Create transformative living and learning environments where students feel safe, involved and inspired	February 11, 2016	Housing and Residence Life
INCLUSIVE COMMUNICATION	Support student success by promoting diversity and inclusion by providing high-quality health services	August 18, 2015 and June 13, 2016	Student Health Services
INCLUSIVE EDUCATION STUDENTS CAREER SERVICES ORIENTATION	Connect students and alumni with career, job and internship opportunities	July and August 2015	Career Services
INCLUSIVE RECREATION EXPO	Promote equity, diversity, inclusion respect and responsibility	October 19, 2016	Recreation and Wellness Center
INTERNATIONAL PEACE DAY	Support success and wellbeing	September 21, 2015	Office of Student Involvement
INTERNATIONAL STUDENT ORIENTATION	Support success and wellbeing	2015-2016 Academic Year	Office of Student Conduct
INTERNATIONAL WEEK WORLD CUP	Promote equity, diversity, inclusion respect and responsibility	October 31, 2016 - November 7, 2016	Recreation and Wellness Center
IT'S ON US WALK	Support success and wellbeing	March 1, 2016	Student Development and Enrollment Services – multiple offices
KEYS TO CHANGE	Create transformative living and learning environments where students feel safe, involved and inspired	February 15, 2016	Housing and Residence Life
KNIGHT ALLIANCE NETWORK PROGRAM (FOSTER CARE YOUTH)	Support the success of foster care students as the transition to UCF	2015-2016 Academic Year	Multicultural Academic and Support Services
KNIGHT WATCH PROGRAM	Support student success	Summer 2016	First Year Advising and Exploration

KNIGHT'S LEADERSHIP SERIES (KLS): <i>SERVING STUDENTS WITH INTELLECTUAL DISABILITIES</i>	Promote active recreation and wellness for students with any physical ability	September 26, 2016	Recreation and Wellness Center
KNIGHT'S LEADERSHIP SERIES (KLS): <i>THE REBOUND: MOVIE SCREENING</i>	Promote active recreation and wellness for students with any physical ability	March 3, 2017	Recreation and Wellness Center
KNIGHT'S LEADERSHIP SERIES (KLS): UCF COMMUNITY RELATIONS: HOW TO HAVE THE DIFFICULT DISCUSSIONS ABOUT COMMUNITY POLICING AND RACE	Promote equity, diversity, inclusion respect and responsibility	September 26, 2016	Recreation and Wellness Center
KNIGHTS GRADUATION GRANT INITIATIVE (KGGI)	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	Registrar's Office
KNIGHTS HELPING KNIGHTS PANTRY WEEKLY QUESTIONS	Enhance the quality of student life and support co-curricular activities	November 2015	Student Union
LAVENDER CELEBRATION	Support student success by promoting diversity and inclusion	May 2, 2017	Social Justice and Advocacy
LAW ENFORCEMENT AND BIAS	Support student success by promoting diversity and inclusion	October 4, 2016	Social Justice and Advocacy
LEAD OUT LOUD RETREAT	Support success and wellbeing	2015-2016 Academic Year	Lead Scholars Academy
LEAD OUT LOUD SUMMIT	Support success and wellbeing	2015-2016 Academic Year	Lead Scholars Academy
LEADERSHIP WEEK PROGRAM	Support student success by promoting diversity and inclusion by fostering a caring community of Knights	February 21, 2017	Student Development and Enrollment Services – multiple offices
LEGACY MENTORING PROGRAM FACULTY/STAFF EVENT FOR MULTICULTURAL STUDENTS	Create transformative living and learning environments where students feel safe, involved and inspired	2015-2016 Academic Year	Housing and Residence Life
LET'S TACO ABOUT IT	Support success and wellbeing	November 2, 2015	Student Government Association
LET'S TACO-BOUT IT!	Create transformative living and learning environments where students feel safe, involved and inspired	February 16, 2016	Housing and Residence Life
LET'S TALK MICROAGRESSIONS	Create transformative living and learning environments where students feel safe, involved and inspired	February 26, 2016	Housing and Residence Life

LGBTQ+ HISTORY MONTH SPEAKER: TODRICK HALL	Support student success by promoting diversity and inclusion	October 4, 2016	Social Justice and Advocacy
LGBTQ+ SERVICES LAVENDER LUNCH PROGRAM	Connect students and alumni with career, job and internship opportunities	August 25, 2015	Career Services
LUNCH AND LEARN PROGRAM	Support the success of multicultural and first generation students	Fall 2015	Multicultural Academic and Support Services
MACROAGGRESSIONS WITH BRICE YATES	Create transformative living and learning environments where students feel safe, involved and inspired	February 29, 2016	Housing and Residence Life
MAKE ART, NOT WAR: A SPEECH AND A CANVAS	Create transformative living and learning environments where students feel safe, involved and inspired	February 15, 2016	Housing and Residence Life
MENTORING BOUNDARIES	Support success and wellbeing	Fall 2015	Integrity and Ethical Development
MI GENTE: LATINX SUPPORT	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
MIDDLE SCHOOL SUMMIT	Support the success of multicultural and first generation students	March 21, 2016	Multicultural Academic and Support Services
MISS REPRESENTATION	Create transformative living and learning environments where students feel safe, involved and inspired	March 17, 2016	Housing and Residence Life
MULTICULTURAL NETWORKING KNIGHTS RECEPTION	Connect students and alumni with career, job and internship opportunities	January 26, 2016	Career Services
MULTICULTURAL POTLUCK	Support the academic success of multicultural and first generation students	July 22, 2017	Multicultural Academic and Support Services
MULTICULTURAL TRANSFER PROGRAM	Support the success of multicultural and first generation students	2015-2016 Academic Year	Multicultural Academic and Support Services
NATIONAL COUNCIL OF NEGRO WOMEN'S MAHOGANY AWARD "KNIGHTS ON THE NILE" EVENT	Support student success by promoting diversity and inclusion	March 20, 2016	Student Development and Enrollment Services – multiple offices
NATIONAL EATING DISORDER AWARENESS WEEK	Support student success by promoting diversity and inclusion by providing high-quality health services	February 22 – 26, 2016	Student Development and Enrollment Services – multiple offices
NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK COMMUNITY SHOWCASE	Support student success by promoting diversity and inclusion by providing high-quality health services	November 18, 2015	Student Development and Enrollment Services – multiple offices
NAVIGATING ACADEMIC INTEGRITY	Create transformative living and learning environments where	Fall 2015	Housing and Residence Life

	students feel safe, involved and inspired		
NEW STUDENT EMPLOYEE ORIENTATION – PERSONAL IDENTITY	Enhance the quality of student life and support co-curricular activities	2015-2016 Academic Year	Student Union
NEW TRANSFER STUDENT VETERANS ORIENTATION PROGRAM	Promote the academic success of veteran students	Spring 2016	Veterans Academic Resource Center
NGUZO SABA	Support student success by promoting diversity and inclusion	May 1, 2017	Social Justice and Advocacy
NO STRESS ZONE: REDUCING TEST TAKING ANXIETY	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	Student Academic Resource Center
NOBCCHE (NATIONAL ORGANIZATION OF BLACK CHEMIST AND CHEMICAL ENGINEERS) FLORIDA REGIONAL SCIENCE BOWL	Assist black and other minority students and professionals in fully realizing their potential in academic, professional, and entrepreneurial pursuits in chemistry, chemical engineering, and allied fields	May 13, 2017	SDES TRIO
NUESTRA GRADUACION	Support student success by promoting diversity and inclusion	May 3, 2017	Student Development and Enrollment Services – multiple offices
ONE KNIGHT, ONE COMMUNITY	Introduce incoming students to campus resources, what it means to be part of the UCF community, and their responsibility to create an environment that is safe, inclusive, and positive	Summer 2016	First Year Experience
OPEN DIALOGUE: CAN YOU HEAR ME NOW?	Create transformative living and learning environments where students feel safe, involved and inspired	February 11, 2016	Housing and Residence Life
OPEN FORUM: GENDER IDENTITY	Support success and wellbeing	October 8, 2015	Student Development and Enrollment Services – multiple offices
OUT-OF-STATE STUDENT MENTORING PROGRAM	Provide unique opportunities and experiences that help students get involved at UCF and connected to the Orlando community	2015-2016 Academic Year	First Year Experience
PEACE OF PIZZA	Create transformative living and learning environments where students feel safe, involved and inspired	February 8, 2016	Housing and Residence Life
PEELING AWAY AT SOCIAL INJUSTICE	Create transformative living and learning environments where students feel safe, involved and inspired	February 16, 2016	Housing and Residence Life

PEGASUS PROGRAM	Support the success of multicultural and first generation students	Summer 2016	Student Development and Enrollment Services – multiple offices
PHI ETA SIGMA NATIONAL HONOR SOCIETY INDUCTION	Encourage and reward academic excellence among freshmen	April 11, 2016	First Year Advising and Exploration
PLOT YOUR IDENTITY PIE & EAT FROM THE PIZZA PIE!	Create transformative living and learning environments where students feel safe, involved and inspired	February 11, 2016	Housing and Residence Life
POWER, PRIVILEGE, & OPPRESSION (TRAINING SEMINAR)	Promote the emotional, relational, and academic potential of students	August 26 and September 4, 2015	Counseling and Psychological Services
PREFERRED NAME PROJECT	Support diversity and inclusion	2015-2016 Academic Year	Student Development and Enrollment Services – multiple offices
PRESENTATION: DISABILITY AND EMPLOYMENT	Support student success by promoting diversity and inclusion	May 10, 2016	Student Development and Enrollment Services – multiple offices
PRESENTATION: OVERCOMING THE PAST – APPLYING FOR EMPLOYMENT WITH A CRIMINAL BACKGROUND	Support student success by promoting diversity and inclusion	November 4, 2015	Student Legal Services
PRESENTATION: SHOWING OF “10 RULES FOR DEALING WITH THE POLICE” FOLLOWED BY A Q & A SESSION	Support student success by promoting diversity and inclusion	April 13, 2016	Student Legal Services
PRIVILEGE BLING	Create transformative living and learning environments where students feel safe, involved and inspired	February 18, 2016	Housing and Residence Life
PROJECT PACE SUMMER ACADEMY	Support the academic success of multicultural and first generation students	June 19 – 29, 2017	Multicultural Academic and Support Services
PSYCHKNIGHTS LEARNING COMMUNITY	Support the academic success of multicultural and first generation students	2015-2016 Academic Year	Multicultural Academic and Support Services
PUTTING CULTURAL COMPETENCY INTO PRACTICE TRAINING	Support student success by promoting diversity and inclusion	June 10, 2015	Student Development and Enrollment Services – multiple offices
QEP – QUALITY ENHANCEMENT PROGRAM	Support the academic success of multicultural and first generation students	2015-2016 Academic Year	Student Development and Enrollment Services – multiple offices
QPR-A-THON	Promote the emotional, relational, and academic potential of students	September 16, 2015 and April 5, 2016	Counseling and Psychological Services
RA TRAINING	Support success and wellbeing	August 2015	Housing and Residence Life

RACE IN THE 21 ST CENTURY OPEN FORUM	Create transformative living and learning environments where students feel safe, involved and inspired	September 10, 2015	Student Development and Enrollment Services – multiple offices
GRADUATE AND NON-TRADITIONAL STUDENTS: UNDERSTANDING SELF AND OTHERS	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
READY, SET WORK	Connect students and alumni with career, job and internship opportunities	Summer 2016	Career Services
REV. DR. MARTIN LUTHER KING, JR. MEMORIAL PARADE	Support student success by promoting diversity and inclusion	January 18, 2016	Student Development and Enrollment Services – multiple offices
ROSEN LIFE SALSA KNIGHT	Support success and wellbeing	September 15, 2015	Office of Student Involvement
S.A.F.E. (STUDENT VETERAN ALLIED FACULTY EDUCATION) TRAINING	Promote the academic success of veteran students	October 8 and October 9	Veterans Academic Resource Center
SAFE KNIGHT WEEK	Support student success by promoting diversity and inclusion by providing high-quality health services	2015-2016 Academic Year	Student Development and Enrollment Services – multiple offices
SAFE ZONE LEVEL 2	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Student Development and Enrollment Services – multiple offices
SAFE ZONE TRAININGS (LGBTQ+ 101, ADVOCATES, COMING OUT, GOLD)	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	Social Justice and Advocacy
SAFETY FAIR TABLING	Support success and wellbeing	September 2015	Student Health Services
SARC STUDY UNION FINAL REVIEW SESSIONS	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	Student Academic Resource Center
SAUDI ARABIAN CULTURAL MISSION (SACM) PROJECT	Attract Saudi students to UCF and to retain the support their student sponsorships	2015-2016 Academic Year	Registrar's Office
SDES DIVERSITY BREAKFAST	Support student success by promoting diversity and inclusion by providing high-quality health services	October 12, 2015	Student Development and Enrollment Services – multiple offices
SDES DIVERSITY DEU CERTIFICATION	Support student success by promoting diversity and inclusion	December 31, 2016	Student Development and Enrollment Services – multiple offices
SDES INSTITUTE: LEARN ABOUT THE GENDER SPECTRUM	Promote the emotional, relational, and academic potential of students	June 8, 2015	Counseling and Psychological Services

SECULAR SAFEZONE TRAINING	Promote safety and security	Spring 2016	Transfer and Transition Services
SEE UCF	Support first-year Valencia College students as prepare to transition to UCF	October 2 and February 19	Transfer and Transition Services
SEIZING OPPORTUNITIES FOR ACHIEVEMENT AND RETENTION (SOAR) PROGRAM	Support the success of multicultural and first generation students	Summer 2016	Multicultural Academic and Support Services
SEX POSITIVE WEEK	Support student success by promoting diversity and inclusion by providing high-quality health services	February 15, 2016 -- February 19, 2016	Student Development and Enrollment Services -- multiple offices
SEXUAL MISCONDUCT BOARD TRAINING	Support success and wellbeing	December 3, 2015	Office of Student Conduct
SGA KNOW YOUR RIGHTS CAMPAIGN (TABLING)	Support success and wellbeing	March 2016	Office of Student Conduct
SGA PRESIDENT HOSTED THE CHINESE DELEGATION	Support success and wellbeing	September 8, 2016	Office of Student Involvement
SGA SENATE DIVERSITY TRAINING	Support success and wellbeing	October 2015	Office of Student Involvement
SHS FALL KICKOFF – AN OVERVIEW OF STUDENT ACCESSIBILITY SERVICES AND INCLUSIVE EDUCATION SERVICES	Support student success by promoting diversity and inclusion by providing high-quality health services	August 10, 2016	Student Health Services
SISTER CIRCLE	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
SITTING VOLLEYBALL AND GOALBALL	Promote active recreation and wellness for students with any physical ability	November 9, 16, 30, 2016	Recreation and Wellness Center
SOCIAL IDENTITIES	Create transformative living and learning environments where students feel safe, involved and inspired	2015-2016 Academic Year	Housing and Residence Life
SOCIAL JUSTICE AND IDENTIFY	Create transformative living and learning environments where students feel safe, involved and inspired	February 11, 2016	Housing and Residence Life
SOCIAL JUSTICE WEEK 2017	Support student success by promoting diversity and inclusion	January 23-27, 2017	Social Justice and Advocacy
SOCIAL JUSTICE WITH BEN & JERRY	Create transformative living and learning environments where students feel safe, involved and inspired	February 2, 2016	Housing and Residence Life

SOCIAL JUSTICE WITH THE SNEETCHES	Create transformative living and learning environments where students feel safe, involved and inspired	February 16, 2016	Housing and Residence Life
START THE FALL OFF RIGHT: SUCCESSFULLY TRANSITIONING TO FALL SEMESTER	Support student success by promoting diversity and inclusion	July 28, 2016	Student Academic Resource Center
STATE COLLEGE DAY	Support the success of diverse students in the transfer process	Summer 2016	Multicultural Academic and Support Services
STAYING AHEAD OF THE GAME: AVOIDING PROCRASTINATION	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	Student Academic Resource Center
STD SCREENING	Support student success by promoting diversity and inclusion by providing high-quality health services	2015-2016 Academic Year	Student Health Services
STEM CAREER ACADEMY	Support the academic success of multicultural and first generation students interested in STEM	May 2, 2017	SDES TRiO Center
STUDENT ACHIEVEMENT RECOGNITION PROGRAMS	Support the success of multicultural and first generation students	2015-2016 Academic Year	Student Development and Enrollment Services – multiple offices
STUDENT EMPLOYEE STAFF MEETING - DIVERSITY TRAINING	Enhance the quality of student life and support co-curricular activities	November 2015	Student Union
STUDY ABROAD FAIR	Support student success by promoting diversity and inclusion by providing high-quality health services	2015-2016 Academic Year	Student Health Services
STUDY SMARTER, NOT HARDER: STUDY SKILLS & TEST PREPARATION	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	Student Academic Resource Center
SUCCESSFUL INTERVIEWING WORKSHOP	Connect students and alumni with career, job and internship opportunities	March 31, 2016	Career Services
MULTICULTURAL ASSOCIATION OF PRE-HEALTH STUDENTS			
SUICIDE PREVENTION EFFORTS - QPR	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
SUMMER ACCESS PROGRAM	Support the academic advising component of this program for our summer ACCESS students who are admitted conditionally to the university	Summer 2016	Multicultural Academic and Support Services
SUMMER CONNECT	Support the academic success of multicultural and first generation students	July 11, 17– 19, 2017	SDES TRiO Center

TABLING: INTERNATIONAL STUDENT CENTER RECEPTION	Support student success by promoting diversity and inclusion	January 5, 2016	Student Development and Enrollment Services – multiple offices
TABLING: INTERNATIONAL STUDENT CENTER WELCOME RECEPTION	Support student success by promoting diversity and inclusion	August 28, 2015	Student Legal Services
TABLING: LAVENDER LUNCH WELCOME RECEPTION	Support student success by promoting diversity and inclusion	August 25, 2015	Social Justice and Advocacy
TABLING: LGBTQ HISTORY MONTH KICKOFF	Support student success by promoting diversity and inclusion	October 1, 2015	Social Justice and Advocacy
TABLING: LIGHT UP THE NIGHT	Support student success by promoting diversity and inclusion	October 12, 2015	Student Development and Enrollment Services – multiple offices
TABLING: ONE BILLION RISING	Support student success by promoting diversity and inclusion	February 12, 2016	Student Legal Services
TABLING: TRANSFER STUDENT RECEPTION	Support student success by promoting diversity and inclusion	September 2, 2015	Student Legal Services
TABLING: WELCOME BACK EXPO	Support success and wellbeing	August 2015	Student Development and Enrollment Services – multiple offices
TASTE OF HOSPITALITY	Support success and wellbeing	October 6, 2015	Office of Student Involvement
TASTE OF UCF	Support student success by promoting diversity and inclusion	August 25, 2016	Student Development and Enrollment Services – multiple offices
TAU SIGMA/ODI DIVERSITY CERTIFICATION SERIES	Support student success by promoting diversity and inclusion	Spring 2016	Transfer and Transition Services
THE ART OF EMAIL ETIQUETTE	Support success and wellbeing	Spring 2016	Integrity and Ethical Development
THE GREATER ORLANDO CHAPTER OF THE NATIONAL ASSOCIATION OF BLACK ACCOUNTANTS RESUME AND COVER LETTER WORKSHOP	Connect students and alumni with career, job and internship opportunities	July 13, 2015	Career Services
THE NEXT LEVEL: PREPARING FOR PROFESSIONAL SCHOOL	Support students interested in graduate school	September 22, 2015	Career Services
THE NEXT LEVEL: PREPARING FOR PROFESSIONAL SCHOOL	Support student success by promoting diversity and inclusion	February 16, 2016	Student Academic Resource Center

THE VOICE OF MY GENERATION	Create transformative living and learning environments where students feel safe, involved and inspired	February 15, 2016	Housing and Residence Life
TRANS* SUPPORT	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
TRANSFERRING INTO PROFESSIONAL SUCCESS (TIPS)	Support the academic success of multicultural and first generation students	Fall 2015 – Spring 2016	Transfer and Transition Services
TRIO AROUND THE WORLD	Support the academic success of multicultural and first generation students	October 20, 2016	SDES TRiO Center
TRUE COLORS WORKSHOP	Connect students and alumni with career, job and internship opportunities	March 15, 2016	Career Services
TUNNEL OF OPPRESSION	Support student success by promoting diversity and inclusion	January 26, 2017	Social Justice and Advocacy
UCF CARES DAY	Support success and wellbeing	2015-2016 Academic Year	Student Development and Enrollment Services – multiple offices
UCF CARES TRAINING VIDEO	Support student success by promoting diversity and inclusion by fostering a caring community of Knights	2015-2016 Academic Year	Student Care Services
UCF CREED: LEARN IT AND LIVE IT	Support success and wellbeing	Spring 2016	Integrity and Ethical Development
UCF SAFETY FAIR	Support student success by promoting diversity and inclusion by providing high-quality health services	September 2, 2015	Student Health Services
UCF STUDENT VETERAN HONORED BY NATIONAL SOCIAL WORK ASSOCIATION	Promote the academic success of veteran students	March 2016	Veterans Academic Resource Center
UNDERSTANDING POWER AND PRIVILEGE	Support student success by promoting diversity and inclusion by providing high-quality health services	August 14, 2015 and June 9, 2016	Student Health Services
UNIFIED BASKETBALL TOURNAMENT	Promote active recreation and wellness for students with any physical ability	February 18, 2017	Recreation and Wellness Center
UNIFIED FLAG FOOTBALL TOURNAMENT	Promote equity, diversity, inclusion respect and responsibility	October 22, 2016	Recreation and Wellness Center
VALENTINE JUSTICE	Create transformative living and learning environments where students feel safe, involved and inspired	February 14, 2016	Housing and Residence Life
VETERANS KAYAKING TRIP	Promote recreation and wellness activity for students with any physical ability	November 5, 2017	Recreation and Wellness Center

VOICES OF DIVERSITY	Create transformative living and learning environments where students feel safe, involved and inspired	February 15, 2016	Housing and Residence Life
VOLUNTARY PRE-KINDERGARTEN	Support student success by promoting diversity and inclusion	2015-2016 Academic Year	The Creative School for Children
VOLUNTEER UCF ADVOCACY GROUPS	Support success and wellbeing	October 2015	Student Development and Enrollment Services – multiple offices
WE WEAR THE MASK - LIVING IN COLOR SOCIAL JUSTICE TAG-ALONG	Create transformative living and learning environments where students feel safe, involved and inspired	February 17, 2016	Housing and Residence Life
WELCOME BACK EXPO	Support student success by promoting diversity and inclusion by providing high-quality health services	August 26, 2015	Student Health Services
WHEELCHAIR BASKETBALL	Promote active recreation and wellness for students with any physical ability	March 1, 2017	Recreation and Wellness Center
WHERE IS UCF? DIVERSITY FORUM	Support success and wellbeing	February 24, 2016	Student Government Association
WHO AM I?	Create transformative living and learning environments where students feel safe, involved and inspired	February 11, 2016	Housing and Residence Life
WHO ARE YOU?	Create transformative living and learning environments where students feel safe, involved and inspired	February 18, 2016	Housing and Residence Life
WOMEN IN ISLAM: IBTIHAJ MUHAMMAD FIRST MUSLIM AMERICAN OLYMPIC FENCER	Support student success by promoting diversity and inclusion	November 2, 2016	Social Justice and Advocacy
WOMEN IN LAW ENFORCEMENT BREAKFAST	Connect students and alumni with career, job and internship opportunities	October 15, 2015	Career Services
WOMEN UKNIGHTED'S "MEET YOUR MENTOR" EVENT	Connect students and alumni with career, job and internship opportunities	March 1, 2016	Career Services
WOMEN'S EMPOWERMENT	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
WOMEN'S GROUP	Promote the emotional, relational, and academic potential of students	2015-2016 Academic Year	Counseling and Psychological Services
WORKING WITH INTERNATIONAL STUDENTS (TRAINING SEMINAR)	Promote the emotional, relational, and academic potential of students	March 30, 2016	Counseling and Psychological Services

WORKING WITH LATINO/A AMERICAN CLIENTS (TRAINING SEMINAR)	Promote the emotional, relational, and academic potential of students	March 3 and April 29, 2016	Counseling and Psychological Services
WORKING WITH LGB CLIENTS (TRAINING SEMINAR)	Promote the emotional, relational, and academic potential of students	October 28, 2015	Counseling and Psychological Services
WORKING WITH TRANS* CLIENTS (TRAINING SEMINAR)	Promote the emotional, relational, and academic potential of students	February 3, 2016	Counseling and Psychological Services
ZOOTOPA FILM SCREENING	Support student success by promoting diversity and inclusion by fostering a caring community of Knights	November 2, 2016	Student Care Services

*Editor's Note:**-To avoid duplication, events and activities have been combined or deleted.**-Some events and activities were hosted in partnership with non-SDES departments, including the Office of Diversity and Inclusion.*

APPENDIX: SDES DIRECTORY

ACADEMIC SERVICES FOR STUDENT-ATHLETES (ASSA)

Wayne Densch Center for
Student-Athlete Leadership

Room 105 | Zip +4: 0300

407.823.5895

assa.sdes.ucf.edu

ACTIVITY AND SERVICE FEE BUSINESS OFFICE (A&SF)

Student Union

Room 215 | Zip +4: 3230

407.823.5548

asf.sdes.ucf.edu

BUDGET AND PERSONNEL SUPPORT, SDES

Millican Hall

Room 282 | Zip +4: 0160

407-823.4625

bps.sdes.ucf.edu

CAREER SERVICES (CS)

CSEL Building

Room 101 | Zip +4: 0165

407.823.2361

career.sdes.ucf.edu

COUNSELING AND PSYCHOLOGICAL SERVICES (CAPS)

Counseling Center

Room 101 | Zip +4: 3170

Tel: 407.823.2811

Fax: 407.823.5415

caps.sdes.ucf.edu

CREATIVE SCHOOL FOR CHILDREN (CSC)

Creative School for Children

Room 102 | Zip +4: 3546

407.823.2727

csc.sdes.ucf.edu

FIRST YEAR ADVISING AND EXPLORATION (FYAE)

Howard Phillips Hall

Room 116 | Zip +4: 0170

Tel: 407.823.3789

Fax: 407.823.3546

fyae.sdes.ucf.edu

FIRST YEAR EXPERIENCE (FYE)

Howard Phillips Hall

Room 216 | Zip +4: 3240

407.823.5105

fye.sdes.ucf.edu

FLORIDA CONSORTIUM OF METROPOLITAN RESEARCH UNIVERSITIES

12424 Research Parkway

Suite 101 | Zip: 32826

Tel: 407.823.1773

floridaconsortium.com

FRATERNITY AND SORORITY LIFE

Fraternity and Sorority Life, Building 415

Room 101 | Zip +4: 0157

Tel: 407.832.2072

Fax: 407.823.2929

fsl.sdes.ucf.edu

HOUSING AND RESIDENCE LIFE (H&RL)

Housing Administration Building

Room 123 | Zip +4: 3222

Tel: 407.823.4663

Fax: 407.823.3831

www.housing.ucf.edu

INCLUSIVE EDUCATION SERVICES (IES)

Ferrell Commons

Room 18 | Zip +4: 3222

Tel: 407.823.4427

ies.sdes.ucf.edu

INFORMATION TECHNOLOGY, SDES

Ferrell Commons

Room 132 | Zip +4: 0159

Tel: 407.823.4444

Fax: 407.823.4609

it.sdes.ucf.edu

LEAD SCHOLARS ACADEMY

Ferrell Commons

Room 165 | Zip +4: 0126

Tel: 407.823.2223

Fax: 407.823.3942

lsa.sdes.ucf.edu

MULTICULTURAL ACADEMIC AND SUPPORT SERVICES (MASS)

Student Union

Room 154 | Zip +4: 0135

Tel: 407.823.2716

Fax: 407.823.5616

mass.sdes.ucf.edu

NEIGHBORHOOD RELATIONS AND SAFETY EDUCATION

Research Pavillion

Room 110 | Zip +4: 3225

Tel: 407.823.6505

Fax: 407.823.3942

nrse.sdes.ucf.edu

OFFICE OF STUDENT CONDUCT (OSC)

Ferrell Commons

Room 227 | Zip +4: 3655

Tel: 407.823.4638

Fax: 407.823.4544

osc.sdes.ucf.edu

OFFICE OF STUDENT INVOLVEMENT (OSI)

Student Union

Room 208 | Zip +4: 3245

Tel: 407.823.6471

Fax: 407.823.5899

osi.ucf.edu

OFFICE OF STUDENT RIGHTS AND RESPONSIBILITIES (OSRR)

Ferrell Commons

Room 227 | Zip +4: 3655

Tel: 407.823.4683, 407.823.6960

Fax: 407.823.4544

osrr.sdes.ucf.edu

RECREATION AND WELLNESS CENTER (RWC)

RWC, Room 204 | Zip +4: 3548

Tel: 407.823.2408

Fax Number: 407.823.5446

rwc.sdes.ucf.edu

REGISTRAR'S OFFICE (RO)

Millican Hall

Room 161 | Zip +4: 0114

Tel: 407.823.3100

Fax: 407.823.5652

registrar.sdes.ucf.edu

SOCIAL JUSTICE AND ADVOCACY (SJA)

Student Union

Room 207 | Zip +4: 3230

Tel: 407.823.3626

Fax: 407.823.0033

sja.sdes.ucf.edu

STUDENT ACADEMIC RESOURCE CENTER (SARC)

Howard Phillips Hall

Room 113 | Zip +4: 3115

Tel: 407.823.5130

Fax: 407.823.2051

sarc.sdes.ucf.edu

STUDENT ACCESSIBILITY SERVICES (SAS)

Ferrell Commons

Room 185 | Zip +4: 0161

Tel: 407.823.2371

Fax: 407.823.2372

sas.sdes.ucf.edu

STUDENT FINANCIAL ASSISTANCE (SFA)

Millican Hall

Room 120 | Zip +4: 0113

Tel: 407.823.2827

Fax: 407.823.5241

finaid.ucf.edu

STUDENT HEALTH SERVICES (SHS)

Health Center

Room 101 | Zip +4: 3333

Tel: 407.823.2701

Fax: 407.275.4327

shs.sdes.ucf.edu

STUDENT LEGAL SERVICES (SLS)

Student Union

Room 304 | Zip +4: 3650

Tel: 407.823.2538

Fax: 407.823.5305

sls.sdes.ucf.edu

STUDENT OUTREACH SERVICES (SOS)

Orlando Tech Center, Bldg. 600

Room 215 | Zip +4: 3620

Tel: 407.823.5580

Fax: 407.823.6216

sos.sdes.ucf.edu

STUDENT UNION (SU)

Student Union

Room 312 | Zip +4: 3250

Tel: 407.823.3677

Fax: 407.823.6483

studentunion.ucf.edu

TRANSFER AND TRANSITION SERVICES (TTS)

Howard Phillips Hall

Room 221 | Zip +4: 0123

407.823.2231

transfer.sdes.ucf.edu

TRIO PROGRAM: PRIME STEM PROGRAM

Howard Phillips Hall

Room 208 | Zip +4: 1920

Tel: 407.823.4165

Fax: 407.823.5597

trio.sdes.ucf.edu

UNDERGRADUATE ADMISSIONS (UA)

Duke Energy University Welcome Center

Room 215 | Zip +4: 0111

407.823.3000

admissions.ucf.edu

UNIVERSITY TESTING CENTER (UTC)

Howard Phillips Hall

Room 106 | Zip +4: 3117

407.823.5109

utc.sdes.ucf.edu

WELLNESS AND HEALTH PROMOTION SERVICES (WHPS)

Recreation and Wellness Center

Suite 111 | Zip +4: 3330

407.823.5841

whps.sdes.ucf.edu

University of Central Florida
Florida Equity Report
Report Year: 2017
Data Year: 2015-16

Attachment D

Initiative Title	Description	Student Participation (If available: counts or % of eligible students)	Financial Incentives (grants, scholarships, other aid)	Outcomes / Effectiveness	Other Comments (if any)
Brother to Brother Program (B2B)	The mission of the Brother to Brother (B2B) program is to provide academic, career, and leadership assessment, development, social and financial support to multicultural or first generation undergraduate males who are enrolled part or full-time at UCF. The program offers leadership development, career exploration, academic skill building, and social	45 collegiate male students participated in the program in 2015-2016. The program had a 62% increase between spring 2014-2015 and 2015-2016 of students engaged in the program.	Lumina Grant awarded \$14,000 in grant funds in 2014-2015 for three consecutive years (continued). This program is in the second year of funding.	Program Outcomes: The intent of the B2B Program is prepare collegiate males for academic and personal success at the university. The program outcomes are as follows: 1) To increase the number of males graduating college; 2) To increase the number of mentor/mentee male relationships; and 3) To increase the number of males engaged and persisting in college.	NA
College Prep Day (Pre-College Program)	College Prep Day is dedicated to focusing on providing multicultural and first generation students information on the college admissions process, SAT/ACT, Financial Aid, and Careers.	150 diverse high school students visited the UCF campus and were engaged in a series of college prep workshops in 2015-2016.	Central Florida Credit Union awarded a \$1,500 grant funds in 2015-2016.	Learning Outcomes: Students attending the conference will be able to complete the following: 1) List 3 skills that students should develop in high school that will prepare them for college success; 2) Identify two non-academic activities that students can do outside of the classroom to improve their college admissions opportunities; and 3) Identify the FAFSA submission window to improve student's college financial aid package.	Community Outreach / Pre-collegiate program
Engaging Latino Students for Transfer and College Completion	Engaging Latino Students for Transfer and College Completion, an initiative sponsored by The Kresge Foundation and Greater Texas Foundation, is a special project led by the National Survey of Student Engagement, the Center for Community College Student Engagement and Excellence in Education. The purpose of the project is to help institutions strengthen Latino student engagement, transfer and college completion. 22 colleges and universities with growing Latino student populations across the country were invited to conduct special analyses pertaining to the experiences of Latinos in community colleges and baccalaureate institutions that would: (1) deepen understanding within and between the community college and university sectors, regarding the assets and challenges Latino students bring with them to college; and (2) build awareness and consideration of factors that may inhibit or enhance student engagement, persistence, transfer and	50 students engaged in the program at Valencia College.	The Kresge Foundation and Greater Texas Foundation awarded travel and focus group funds in 2015-2016.	Program Outcomes: 1) To design the understanding within and between the community college and university sectors regarding the assets and challenges that Latino students bring with them to college; 2) To conduct special analyses of student engagement survey data pertaining to the experiences of Latinos in community colleges and baccalaureate institutions; 3) To build awareness and consideration of factors that may inhibit or enhance student engagement, persistence, transfer, and completion for Latino students; 4) To create descriptions of promising/high impact institutional initiatives demonstrating cross-sector collaboration. Student Learning Outcomes for the conferences are as follows: 1) Students attending the conference will be able to link campus dynamics and campus culture to academic success and degree attainment. 2) Students attending the conference will be able to connect academic success to service(s), program(s), and policies on college campus. 3) Students attending the conference will be able to list two benefits of graduating from college. 4) Students attending the conference will accept responsibility for their educational achievement. 5) Students attending the conference will accept responsibility for understanding the importance of financial and economic literacy.	Campus Impact - As a result of the Engaging Latino Students Initiative, the Camino a UCF program was developed; a summer bridge program for transfer students. UCF will welcome its first cohort of Camino a UCF students in summer 2017.
First Generation Program Conference Series	The First Generation Program provides structured approaches to develop meaningful experiences at UCF. This program was designed to ease the transition to college, provide students with an the skills and knowledge to transition successfully to college, demystify the college experience, assist with navigating the university landscape, and help prepare to students to succeed at UCF and beyond. The program	2015-2016 - 137 UCF students attended the National Male Student Success Conference and 125 students, staff, and faculty from multiple states and institutions attended the conference; 2015-2016 - MASS Student Success Conference (88) students attended the Student Success Conference.	Internal and external funding opportunities were used to fund the National Male Student Success Conference. Male conference rescheduled for spring due to hurricane in fall 2016.	Program Outcomes: 1) To design the understanding within and between the community college and university sectors regarding the assets and challenges that Latino students bring with them to college; 2) To conduct special analyses of student engagement survey data pertaining to the experiences of Latinos in community colleges and baccalaureate institutions; 3) To build awareness and consideration of factors that may inhibit or enhance student engagement, persistence, transfer, and completion for Latino students; 4) To create descriptions of promising/high impact institutional initiatives demonstrating cross-sector collaboration. Student Learning Outcomes for the conferences are as follows: 1) Students attending the conference will be able to link campus dynamics and campus culture to academic success and degree attainment. 2) Students attending the conference will be able to connect academic success to service(s), program(s), and policies on college campus. 3) Students attending the conference will be able to list two benefits of graduating from college. 4) Students attending the conference will accept responsibility for their educational achievement. 5) Students attending the conference will accept responsibility for understanding the importance of financial and economic literacy.	Campus Impact - National Male Student Success Conference data: Fall 2015 % Persistence Rate - 87.88%; MASS Student Success Conference Data: Fall 2015 % Persistence Rate - 90.48%

Knight Alliance Network Program (Foster Care Youth) (First Generation)(First-time in College)(Transfer)	The mission of the Knight Alliance Network (KAN) mentoring program is to provide guidance, support, resources, advocacy, financial literacy, and a place of belonging for foster care youth enrolled at the University of Central Florida. Our goal is to provide support services and a place where students can have a voice, support services, and resources as they persist towards graduation at UCF. The KAN mentoring program clarifies the college experience, assists students as they navigate through the university landscape, and helps students prepare for success. We serve as a one-stop shop for foster care youth at UCF.	2015-2016 - (64) students who received the State of Florida tuition waiver, enrolled in MASS CANVAS and received MASS services (e.g. scholarships, laptop, academic support, mentoring).	(2015-2016) Parent and Family Fund Peer Mentoring Program Funds award \$3,500; ADK Lawrence E. White Family Foundation Scholarship Awards \$18,439.	NA	The MASS Office serves as a one stop shop for foster care youth at UCF. The MASS Office, under the guidance of SDS has developed a continuum of programs and options to serve the educational needs of foster youth and adult alumni. The Knight Alliance Network supports the populations of students who have recently turned 18 while in foster care with the following Learning Outcomes: 1) 75% of former foster youth and adults participating in the MASS Knight Alliance Network will complete financial literacy; 2) 75% of former foster youth and adult alumni completing a survey of Financial Literacy module will report they understand the importance of financial literacy; 3) 75% of former foster youth and adult alumni completing a survey who attend a Knight Alliance Network workshop will be able to identify the services provided by MASS; 4) 75% of former foster youth and adult alumni will be able to identify campus resources; 5) 50% of foster care youth will be able to list three steps to applying to graduate school.	Campus Impact - Knight Alliance Network program data: Fall 2016 Persistence Rate - (64/72) 88.9%
Lunch and Learn Program	Multicultural Academic and Support Services (MASS) assists multicultural and first-generation students. The mission of Multicultural Academic and Support Services (MASS) is to maximize student success by assisting Multicultural and First-Generation College Students in their transition to UCF and by connecting with the University community and our partners to promote and facilitate academic support services and programs. It is comprised of many services and programs, including: - Lunch and Learn: Take Learning out of the classroom - and out to lunch with a UCF faculty or staff member. And lunch is on us! Conversing with a UCF faculty or staff member outside of the classroom and the office opens additional opportunities for important connections and interactions.	Program supervisor in 2015-2016 due to budget constraints	NA	NA	Multicultural and first generation students have an opportunity to engage with a UCF faculty or staff member outside the classroom. The program outcomes are as follows: 1) To provide students with an opportunity to engage and connect with their instructors, mentors and administrators outside the regular classroom; and 2) To provide students with additional opportunities to network and make important connections outside the classroom is the focus this program.	NA
Middle School Summit	The Middle School Summit is designed to provide Multicultural and/or First-Generation students a better understanding of the steps necessary for admission into a college or university. This day focuses on college admissions, SAT/ACT preparation, Careers, Financial Aid and the college experience.	(Pre-College Program) - 300 students attended the Middle School Summit in 2015-2016.	NA	NA	Our purpose with the Central Florida Middle School Summit is to prepare diverse middle school students in Orange, Seminole, Osceola, Lake, Brevard, and other surrounding counties for the college going process, high school graduation requirements and to recognize and develop academic and personal tools for high school and beyond. Learning Outcomes are as follows: 1) Students attending the program will be able to list three steps in the college application process, and 2) Students attending the program will be able to explain the purpose of the SAT or ACT test.	Community Outreach / Pre-collegiate program.
ACCESS Program Graduation Ceremony, Excellence in Action Annual Recognition Ceremony and Ngaza Saba (Multicultural and First Generation) Graduation Ceremony	Multicultural Academic and Support Services (MASS) partners with the local community to recognize multicultural and first-generation students who have succeeded academically at the university.	ACCESS Program Closing Ceremony recognizes students who have successfully completed the summer bridge program. 200 students participated in the ACCESS closing ceremony in 2015-2016. Excellence in Action recognizes first-generation and multicultural students for their academic achievements. 300 participants participated in 2015-2016; Ngaza Saba recognizes first generation, multicultural students who are graduating from the university. 150 students participated in this ceremony in 2015-2016.	NA	NA	The purpose of both outreach events is to provide recognition and positive reinforcement to students who have earned academically at the university. The Excellence in Action Annual Recognition event recognizes students who have earned a 3.5 cumulative grade point average at the end of the year. The ACCESS closing ceremony celebrates the academic accomplishments of the ACCESS cohort at the end of each semester. Our goal is to create a college graduating culture at UCF.	NA

State College Day	<p>Each Spring semester, the MASS Office invites local colleges to attend the Community College visit at UCF. We welcome community college students who are interested in participating in the Two Year/Four Year Transfer Initiative Program.</p> <p>This program serves students who are first-generation college students, low income, or multicultural. Students selected to participate in the Transfer Initiative Program are sophomores who have completed at least 30 hours of college credit and desire to earn A.A. and transfer to a state university.</p> <p>We partner with various offices on campus to provide these students with valuable information and a tour in order to prepare them for their transition from a community college to a university.</p>	(Pre-college Program) 75 students were served in 2015-2016.	NA	<p>The purpose of the State College Day Summit is to engage diverse students in the transfer process to UCF, i.e. Greek Life, Admissions process, Financial Aid process and Student Involvement activities at UCF. The Learning Outcomes of the event are as follows:</p> <p>1) Students will be able to identify resources available for transfer students, and</p> <p>2) Students will be able to list the UCF transfer steps.</p>	NA
Pegasus Program	<p>The Access Program includes both the Seizing Opportunities for Achievement and Retention (SOAR) and Pegasus Success Programs. The program is a six-week academic, on-campus summer program for selected groups of freshmen who receive additional academic preparation before attending classes in the fall. Participants in these intensive programs are evaluated solely by UCF's Undergraduate Admissions Office and participation is by invitation only.</p> <p>Since 1980, Multicultural Academic and Support Services (MASS) has sponsored the SOAR program. UCF offers selective admission and academic support services to a select group of first-time-in-college students who demonstrate an academic need that can be met by the program. These are the components of the program:</p> <p>- UCF Freshman Orientation: All Access</p>	<p>This ACCESS program served 200/290 (69%) Pegasus students in 2015-2016. Total Population: Female-132, (72.5%), Male-50, (27.5%) FTIC student population.</p>	NA	<p>The Pegasus program offers a six-week summer component and an academic enhancement component that spans the fall and spring semesters to first time in college (FTIC) students beginning UCF. The programs assist diverse students with making a smooth transition from high school to college.</p>	<p>Campus Impact - The average UCF GPA after the first year for the Pegasus cohort was 3.08 at the end of spring 2016. The program FTIC cohort student groupings are as follows: Asian 7 (3.8%), Black/African American 33 (17.6%), Hispanic/Latino 53 (29.1%), White 75 (44.3%), Not Specified 1 (.5%)</p>

<p>Seizing Opportunities for Achievement and Retention (SOAR) Program</p> <p>The Access Program includes both the Seizing Opportunities for Achievement and Retention (SOAR) and Pegasus Success Programs. The program six-week academic, on-campus summer programs for selected groups of freshman who receive additional academic preparation before attending classes in the fall. Participants in these intensive programs are evaluated solely by UCF's Undergraduate Admissions Office and participation is by invitation only.</p> <p>Since 1980, Multicultural Academic and Support Services (MASS) has sponsored the SOAR program. UCF offers selective admission and academic support services to a select group of first-time-in-college students who demonstrate an academic need that can be met by the program. These are the components of the program:</p> <ul style="list-style-type: none"> - UCF Freshman Orientation: All Access Program participants must attend the program. - The MASS Multicultural Transfer Program provides Multicultural Transfer Students with a healthy entry to university life, where they can take advantage of networking and professional development opportunities. By becoming involved in transfer focused activities, they are less likely to experience "transfer shock." 	<p>This ACCESS program served 90/290 (31%) SOAR students in 2015-2016. Total population: Female - 55 (65.5%), Male - 29 (34.5%).</p>	<p>\$40,000</p>	<p>The SOAR program offers a six-week summer component and an academic enhancement component that spans the fall and spring semesters to First Time in College (FTIC) students beginning a UCF. The program assists underrepresented students with making a smooth transition from high school to college.</p>	<p>Campus Impact - The average UCF GPA after the first year for the Pegasus cohort was 2.94 at the end of spring 2016. The program FTIC cohort student groupings are as follows: Asian 9 (10.7%) Black/African American 40 (47.6%) Hispanic/Latino 22 (26.2%) Multi-racial 2 (2.4%) White 11 (13.1%)</p>
<p>Multicultural Transfer Program</p>	<p>42 students attended the Multicultural Transfer Program.</p>	<p>The Transferring into Professional Success (TIPS) program has received funding from the Parent and Family Fund Grant for three consecutive years. \$5,500 in 2015-2016; and \$6,350 for 2016-2017.</p>	<p>In fall 2015, TIPS Leaders were trained in the following areas: (1) Professional Identity (Career readiness, leadership, individual professional representation); (2) Intellectual and Practical Skills (communication, innovation and creativity, critical thinking, analytical reasoning and problem solving, collaboration); (3) Cultural and Global Competency (knowledge of concepts in science and technology, global issues, cultural diversity); (4) Personal and Social Responsibility (ethical decision making, civic knowledge, community engagement, financial literacy); and (5) Real Life Experience (application of skills and real-world experience related activities). In spring 2016, TIPS Leaders put what they learned into practice by assisting with and facilitating additional learning opportunities for other transfer students. As a result of their participation in the TIPS program, many of the TIPS leaders acquired leadership positions and/or employment opportunities both on and off campus.</p>	<p>NA</p>

Source: Undergraduate Retention and Progression Report, Male and Female Student Cohort, WKU, University of Central Florida, July 17, 2017.
Source: Student Development and Enrollment Services-Access Report, University of Central Florida, Summer 2016.
Source: WKU - Fall to Fall Enrollment Persistence Reports, University of Central Florida, November 30, 2016

ITEM: CL-1

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: Article 3: Management Rights; Article 13: Work Day, Work Period, and Overtime; Article 20: Probationary Periods and Promotions; Article 28: No Smoking Policy; and Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association

DATE: September 27, 2017

PROPOSED BOARD ACTION

Ratify the reopened articles of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association.

BACKGROUND INFORMATION

A three-year Collective Bargaining Agreement was negotiated between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association for the period 2015-18. Pursuant to that agreement, the parties reopened negotiations in 2017 for the 2017-18 contract year. In those negotiations, the parties were able to reach agreement. The reopened articles, Article 3: Management Rights; Article 13: Work Day, Work Period, and Overtime; Article 20: Probationary Periods and Promotions; Article 28: No Smoking Policy; and Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association, were ratified by unit employees on August 30, 2017. The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of the reopened articles.

Supporting documentation: Article 3: Management Rights; Article 13: Work Day, Work Period, and Overtime; Article 20: Probationary Periods and Promotions; Article 28: No Smoking Policy; and Article 29: Wages

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

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

Attachment A

Article 3

MANAGEMENT RIGHTS

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

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

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

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

2.3 To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the University and the Department to be necessary for the operation/improvement of the Department, and to select, manage, direct, and evaluate all management, supervisory, administrative and other personnel. The PBA local university representative shall be notified in writing of any proposed changes and additions to Departmental general orders, policies or substantive procedures ~~fifteen (15)~~ **five (5) calendar** days prior to implementation. This notice period is not applicable where emergent issues exist which require expeditious action to post new or revised Departmental general orders, policies or substantive procedures. The PBA may submit to the Chief written recommendations within one week of notification. The parties agree that this provision shall not be grievable.

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

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

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

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

Attachment A

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

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

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

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

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

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

Attachment A

Article 13

WORKDAY, WORK PERIOD, AND OVERTIME

Section 1. Work Period

1.1 The parties agree to utilize a fourteen (14) consecutive day work period for all bargaining unit employees.

1.2 The parties agree to operate under 29 U.S.C. §207(k) of the Fair Labor Standards Act in order to establish employees' overtime compensation. When an employee works more than eighty (80) hours in a fourteen (14) consecutive day work period, the employee shall receive overtime compensation. Overtime compensation shall be by cash payment, unless the Chief specifically authorizes (in writing) such overtime compensation by payment of compensatory time.

1.3 Overtime shall be scheduled in accordance with Departmental Policies and Procedures and administered in accordance with the provisions of this Article. Employees shall be required to work overtime when ordered.

1.4 Under no circumstances shall sick leave, vacation leave, or any other time not actually worked count as "time worked" or "hours worked" for purposes of calculating entitlement to overtime compensation.

1.5 This paragraph relates to an employee's ongoing, regular workweek, work hours, or days off. An employee will be given ~~fourteen-ten~~ (1410) calendar days' notice of a change in the employee's workweek, work hours, or days off, except in an emergency or to meet unforeseen law enforcement needs. Special duty and overtime assignments do not change an employee's regular workweek, work hours, or days off and therefore are not covered by this paragraph.

1.6 An employee who rotates to a different shift (based on a Department-wide shift rotation or a change in an individual's shift) shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment, except in an emergency or where staffing does not permit.

1.7 The Department will not mandate overtime for special events at the Arena or Stadium, UNLESS the Department gives the unit member at least ~~seven-three~~ (73) calendar days' notice of the special event assignment or there is an unforeseen law enforcement need. An employee who has volunteered for a special event and then must call in sick, shall normally contact the Department at least four hours in advance of the special event report time, utilizing standard procedures. If an employee who is scheduled to work a special event, calls in sick prior to the event utilizing standard procedures, the Department shall be responsible to find a replacement, if any.

Section 2. Workday

Attachment A

2.1 For the purpose of this Agreement, workday shall mean the time during which an employee is on scheduled duty. A regular workday shall be twelve (12) hours for officers assigned to Patrol, and eight (8) hours or ten (10) for all other bargaining unit employees. It is understood that officers assigned to Patrol will work six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a work period.

2.2 Subject to work requirements, each employee shall be entitled to a paid meal period of thirty (30) minutes during his regular workday. Subject to work requirements, employees shall be allowed a fifteen (15) minute rest period during the first half of the workday and a fifteen (15) minute rest period during the second half of the work day.

Section 3. Compensatory Time

3.1 An employee may accumulate up to ~~120-80~~ hours of overtime compensatory time.

3.3 An employee may elect to sell back up to four forty (40) hour increments of special compensatory time, overtime compensatory time or vacation time annually if the Chief (Director) agrees to such "sell back." (The time of any such "sell back" must be approved by the Chief.) Each forty (40) hour increment must be from only one type of balance (special compensatory time, overtime compensatory time or vacation). This section defines the annual time period as the calendar year and the controlling factor shall be the date of payment.

Section 4. Compensation for Special Duty

4.1 When an employee works an event for which the department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled work period, and a holiday(s) occurs or the employee uses sick leave, annual leave, or administrative leave in that work period, such employee will receive premium (time and one-half) pay for hours worked at that event. K-9 officers shall receive a minimum of forty-five dollars (\$45.00) per hour, or the premium time, whichever is greater, for all time worked on the special duty assignment while working the event with his K-9.

4.2 An employee reporting to a special duty event shall be guaranteed two (2) hours of pay if an event is canceled or concluded prior to the end of the two hour period covered by the guaranteed pay provision. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting to such duty will cause the employee to lose eligibility for the guaranteed two (2) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed two (2) hour period. This two (2) hour guarantee applies to each continuous period of special duty, even if occurring during the same event. (For purposes of example only, this means that if an employee reports for special duty for a period of time and then is asked to report back three hours later for additional special duty, the employee will receive the two (2) hour guarantee for both periods of special duty for a total of four (4) hours or the actual hours worked, whichever is greater.)

Attachment A

Section 5. Patrol Shift Selection (Bids)

5.1 Patrol sShift selection shall be conducted ~~twice~~once a year. The employees shall select posted shifts and slots by seniority; except that up to one employee on each patrol shift may be assigned by the Department without regard to seniority. The Department will honor selections unless it is unable to fill a designated slot with a qualified employee or in order to staff the positions on each patrol shift without regard to seniority. In such case where there is not a qualified person who bid to fill a slot, the Department shall have the right to fill the vacant slot(s) with the most qualified employee. Agency Seniority, as used in this section, is defined as the time accruing to bargaining unit employees through continuous sworn full-time service while employed by the University. In the event that two or more personnel have the same Rank Seniority which is the same date of promotion to the rank, the employee with the most Rank Seniority held in the next lower rank shall have preference. Agency Seniority shall have preference if all Rank Seniority is equal. Agency Seniority shall start from the day an employee is hired to perform law enforcement services (sworn hire date) and shall not accrue while an employee is attending a law enforcement academy in order to be State certified as a Law Enforcement Officer.

5.2 With respect to employees assigned without regard to seniority in accordance with Section 5A above, no employee shall be so assigned more than once every three years.

5.3 With respect to employees assigned without regard to seniority in accordance with Section 5A above, any such assignment shall be for the duration of the posted shift cycle.

With respect to employees assigned without regard to seniority in accordance with Section 5.1 above, employees shall be given a written reason(s) as to the assignment.

Section 6. Shift Differential

6.1 A payment of shift differential for unit members who work patrol shifts other than the regular day shift will be set to meet the needs of the university.

6.2 Patrol unit members will be paid a shift differential salary additive for the entire shift when regularly assigned to work an evening or night shift of ~~\$.50~~\$1.00 per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.

6.3 The shift differential additive is included in the calculation of the employee's regular rate of pay for purposes of computing overtime pay.

6.4 Employees who select a shift or are assigned a shift according to the semi-annual shift selection process are eligible to receive a shift differential additive. Exceptions to this section may be approved by the chief for new hires and if an assignment is made between shift selection processes for a period of at least six pay periods.

Attachment A

Article 20

PROBATIONARY PERIODS AND PROMOTIONS

Section 1. Probationary Periods:

1.1 Each Law Enforcement Officer serves a probationary period of at least one year, which must include at least seven (7) months of active service following successful completion of FTO.

1.2 Law Enforcement Corporals and Sergeants serve a one-year probationary period that begins on the date of appointment.

1.3 Police officers serving their initial (entry) probationary period shall not be permitted to utilize the contractual grievance/arbitration procedure to contest discharge or other disciplinary action taken during probationary periods.

1.4 Bargaining unit employees serving a promotional probationary period shall be permitted to utilize the contractual grievance procedure for all purposes; except that a grievance challenging removal from the promotional position prior to the conclusion of the promotional probationary period shall be limited to Step 3 of the grievance procedure. ~~(Utilizing an arbitrary and capricious standard)~~

Section 2. The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The University shall fill a vacant position with the qualified list of candidates passing the written test, who, in its judgment, is most qualified to perform the duties as described in the class specification, and position description. ~~Vacancies shall be filled no later than sixty (60) days from the active promotional list for that particular rank. Unit members promoted to the ranks of corporal or sergeant shall receive the minimum salary range for that position or a ten percent (10%) increase in base salary, whichever is greater.~~

2.1 A written exam will be required of all employees who wish to be considered for a promotion and meet the minimum requirements as stipulated in Sections 2.13 and 2.14. Written exams will be based upon a job task analysis of the class of positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes. The passing score that must be obtained will be seventy-five percent (75%).

2.2 An employee must submit a request to take a promotional exam to the UCF Human Resources office no later than the first business day after January 1 of each calendar year. Such request shall indicate the class(es) to which the employee would like to be promoted.

2.3 Employees will be notified in writing of their eligibility or ineligibility for the class(es) to which he applied for promotion. Sergeant and corporal promotional exams shall be given on even numbered years. Police Officer First Class promotional examinations shall be given on odd numbered years.

Attachment A

2.4 The Exam Administrator is to notify the University Human Resource Office and the Director (Chief) no later than January 15 of each calendar year, regarding: the date(s) of the exam; the place where the exam will be administered; the major categories to be covered by the exam; and the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc.).

2.5 No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file in the University, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam Administrator will be eligible to take the promotional exam.

2.6 The Exam Administrator will notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Director (Chief).

2.7 Placement on the appropriate promotional list will be based on passing the written examination.

2.8 If the University uses oral interviews, at least one (1) of the interviewers must be from an outside law enforcement agency. The local PBA representative will be provided the names of the individuals to serve on the interview committee. Questions asked at the oral interview will be limited to those that are clearly job related and the same questions will be asked of all applicants.

2.9 The University promotional list shall be effective July 1st of each calendar year the exam is administered. Names shall be retained on the promotional list for a period of two (2) years.

2.10 The University's promotional list, consisting of the name, final passing score, and position on the appropriate list, shall be posted.

2.11 Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, the only employees who may be considered for a vacancy shall be those having passed the written promotional exam and are on the University's promotional list. All qualified employees shall be interviewed in such case.

2.12 Employees who do not receive a promotion for which they applied will retain their position on the promotional list. When an employee declines a promotional job offer, the employee shall not be considered for promotion for the duration of that list.

2.13 Any certified police officer with (i) a minimum of three (3) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of four consecutive years of other certified law enforcement officer experience immediately prior to the promotional examination shall be eligible to take a promotional examination for Sergeant if he otherwise meets all of the qualifications for the promotion. Service as a Corporal shall not be a prerequisite for promotion to Sergeant. Any combination of experience identified above may be used, so long as there is one year of certified law enforcement officer experience in the Department.

Attachment A

2.14 Any certified police officer with (i) a minimum of two (2) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of two consecutive years of certified law enforcement experience in another law enforcement agency immediately prior to the promotional examination shall be eligible to take a promotional examination for Corporal if he otherwise meets all of the qualifications for the promotion. Any combination of experience may be used, so long as there is one year of certified law enforcement officer experience in the Department.

2.15 No employee shall be eligible for promotion unless he has been ranked overall "Satisfactory" or higher on his last two (2) Performance Evaluations. No employee shall be eligible for promotion if he has received formal disciplinary action above the level of written reprimand for an incident occurring within twelve (12) months prior to the actual appointment (promotion).

2.16 Definition. For purposes of this article, the terms certified or certification shall refer to the official date of law enforcement certification as determined by the Florida Department of Law Enforcement.

Section 3. Police Officer First Class Program

3.1 Those officers meeting the eligibility requirements to take the promotional examination for corporal shall be eligible to test for Police Officer First Class.

3.2 Promotion to the rank of Police Officer First Class shall be based exclusively on the results of a written test. The examination request process, notification process and testing process shall be the same as indicated in 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6.

3.3 All officers who receive a passing score on the Police Officer First Class examination shall be promoted to the rank of Police Officer First Class.

3.4 Officers who attain the rank of Police Officer First Class shall receive a one-time payment of \$1,000 to reward their promotion. After the year of promotion, for each full calendar year in which an officer holds the rank of Police Officer First Class, the officer will be paid a bonus of \$1,000 ~~in January following that calendar year~~ in no later than the first pay period of July/September.

3.5 The rank of Police Officer First Class shall not be used for shift selection or vacation preferences but shall be treated in the same manner as the Police Officer Rank for selection preferences.

Attachment A

Article 28

NO SMOKING POLICY

Section 1. Police Department personnel comply with the University Smoke-Free Policy which prohibits smoking on all university owned, operated, leased, and/or controlled properties in order to maintain a healthy and safe environment for its students, staff, faculty and visitors.

Section 2. Police Department personnel shall not use any tobacco products at any time while conducting Police Department business, operating a University vehicle, while wearing a department uniform, or while in contact with any member of the public during a Police Department operation or assignment.

Attachment A

Article 29

WAGES

Section 1. Salary Increases.

1.1 For Fiscal Year ~~2016-17~~2017-18, the University will implement a 2.5% across-the-board salary increase to eligible employees, effective September 22, 2017. Additionally, for officers, market adjustment increases will be as follows:

For the ranks of Police Officer and Police Officer First Class, a 3.5% market adjustment.

For the rank of Corporal, a 4.0% market adjustment.

For the rank of Sergeant, a 4.5% market adjustment.

As noted in Section 3, unit members below the minimum starting pay range for their respective ranks shall first be brought to the minimum starting pay range. Should their new minimum pay range be less than the market adjustment agreed to in this section, the unit member shall be given the difference between the starting pay range and the market adjustment. The difference shall be calculated as an hourly rate and shall be added to the unit member's hourly base pay. The market adjustment shall be calculated as an hourly rate and added to the unit members' base pay.

This agreement does not infringe upon any legislative increases which may be authorized by the Florida legislature above the contractual percentages established in this Article.

1.2 The increases in 1.1 shall be expressed as an hourly rate and added to the hourly base salary of each bargaining unit member.

1.3 In the event that any increase provided for in this subsection would have the effect of increasing a unit member's salary above the maximum pay for the range, the unit member's base salary shall be raised to the extent permitted without exceeding the maximum range. Any additional amount needed to total the applicable percentage contained herein shall be paid to the unit member as a one-time supplement that does not become part of his base salary.

Section 2. Eligibility Criteria for Salary Increases

2.1 Employees are eligible for the increases referenced in this article unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented.

2.2 Employees are eligible for the increases referenced in this article if they were employed in a regular position on June 30, ~~2016~~2017, and continuously employed until the administration of the increases.

2.3 Employees who have given notice of a resignation or received notice of termination of employment prior to the implementation of such salary increases shall be ineligible.

Section 3. The pay ranges for each of the respective ranks are as follows:

1. Officer: ~~\$40,400—\$54,540~~ \$42,824 - \$57,812
2. Corporal: ~~\$45,450—\$59,600~~ \$48,404 - \$63,474
3. Sergeant: ~~\$51,000—\$70,700~~ \$54,570 - \$75,649

Attachment A

Once an officer is sworn and certified, the Law Enforcement Officer shall receive no less than 95 percent of the minimum salary for a two-month period during the Law Enforcement Officer FTEP. After this two-month initial training period, the Law Enforcement Officer shall receive no less than the minimum salary listed above for the duration of the FTEP.

Section 4. Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the University shall seek to have the contract or grant modified to permit such increases.

Section 5. Nothing contained herein prevents the University from providing salary increases beyond those increases specified. Prior to such salary increases being administered, the University shall adhere to the required statutory obligations as contained in FS Chapter 447.

Section 6. Investigations Unit. Any bargaining unit member assigned to work in the Investigations Unit will receive a five (5) percent differential added to base pay for the period of assignment to Investigations.

Section 7. Field Training Officer (FTO) Pay. FTO pay shall be at the rate of thirty five (35) dollars per shift.

Section 8. K-9 Handlers will receive an additional forty-five (45) minutes of compensable time per calendar day while assigned to handle a department canine.

ITEM: FF-1

**University of Central Florida
Board of Trustees**

SUBJECT: Lease Agreement between Ustler Development, Inc., and Development Ventures Group, Inc., and University of Central Florida Board of Trustees

DATE: September 27, 2017

PROPOSED BOARD ACTION

Recommend approval of the lease agreement for the UCF Downtown Campus (Creative Village) located on West Livingston Street in Orlando, Florida. Please see attached map for site location.

BACKGROUND INFORMATION

The agreement involves the lease of approximately 45,000 to 48,000 square feet of academic support space in Creative Village by UCF, as tenant, from Ustler Development, Inc., and Development Ventures Group, Inc., as landlord. The academic support space will be in the same building as the privately developed student housing that will be managed by UCF Housing. The lease agreement contains a base rent of \$17.25 per square foot for 20 years. The first year's base rent includes controllable operating expenses. A subsequent budget will be established for controllable operating expenses, and increases are capped at 3 percent per year. An option to terminate the lease at 10 years is available for a penalty, and two options exist to extend the lease term. The rent for any extensions would be determined based on fair market value.

The landlord will undertake all agreements related to the construction of the space. UCF will be a third-party beneficiary of any contracts related to tenant's work.

Supporting documentation: Attachment A: Lease Agreement
Attachment B: Location Map

Prepared by: Jennifer Cerasa, Associate General Counsel

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

Attachment A

LEASE AGREEMENT

BETWEEN

**USTLER DEVELOPMENT, INC. and
DEVELOPMENT VENTURES GROUP, INC. [and their Permitted Assignee]**

AS LANDLORD

AND

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES,

AS TENANT

LEASE INDEX

PAGE NO.

2.– PREMISES.	5
3.– BASE RENT.	6
4.– LANDLORD’S OPERATING EXPENSES AND RENT.	9
5.– CONSTRUCTION OF LANDLORD’S WORK AND TENANT’S WORK.	11
6.– REPAIRS.	13
7.– EMINENT DOMAIN.	14
8.– DAMAGE AND DESTRUCTION.	15
9.– INTENTIONALLY OMITTED.	15
10.– ASSIGNMENT AND SUBLETTING.	17
11.– DEFAULT, REMEDIES AND DETERMINATION OF DAMAGES.	18
12.– INTENTIONALLY OMITTED.	20
13.– INSURANCE.	21
14.– INTENTIONALLY OMITTED.	22
15.– SIGNS.	23
16.– ESTOPPEL CERTIFICATES; FINANCIAL STATEMENTS.	24
17.– INTENTIONALLY OMITTED.	25
18.– INTENTIONALLY OMITTED.	25
19.– INTENTIONALLY OMITTED.	25
20.– INTENTIONALLY OMITTED.	28
21.– COMMUNICATIONS AND DATA SERVICES.	29

SCHEDULE OF EXHIBITS

EXHIBIT "A"	-	BUILDING LAND LEGAL DESCRIPTION
EXHIBIT "B"	-	PREMISES FLOOR PLANS
EXHIBIT "C"	-	EXCLUSIONS TO OPERATING EXPENSES
EXHIBIT "D"	-	WORK LETTER
EXHIBIT "E"	-	INTENTIONALLY OMITTED
EXHIBIT "F"	-	RULES AND REGULATIONS
EXHIBIT "G"	-	INTENTIONALLY OMITTED

LEASE

THIS LEASE AGREEMENT ("Lease") is made by and between **USTLER DEVELOPMENT, INC.**, a Florida corporation ("Ustler"), and **DEVELOPMENT VENTURES GROUP, INC.**, a Delaware corporation ("DEVEN," and together with Ustler, "Landlord"), and **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES** ("Tenant" or "UCF").

WITNESSETH:**SUMMARY OF LEASE PROVISIONS**

– **BASIC DATA.** Certain fundamental provisions of this Lease are presented in this summary format in this Section 1 to facilitate convenient reference by the parties hereto. All references in this Lease to the following terms shall be accorded the meanings or definitions given in this Section, as though such meaning or definition were fully set forth throughout the text hereof, unless such meanings are expressly modified, limited or expanded elsewhere in this Lease. This Section, together with the terms herein referenced, shall constitute an integral part of this Lease. Additional defined terms may appear in other provisions of this Lease and, if so, will have the respective meanings assigned to them. The definition of a term or phrase in the singular will include and allow for a reference to such term or phrase in the plural or vice versa.

A. "Alteration" shall mean any improvements, changes or alterations in or about the Premises (as defined herein) other than the initial Tenant's Work (as defined herein).

B. "Base Rent" shall mean and Tenant shall pay base rental ("Base Rent") for the Term (as defined herein) as follows:

<u>Lease Year</u>	<u>Base Rate Per Rentable Square Foot</u>	<u>Annual Base Rental</u>	<u>Monthly Base Rental</u>
1-20	\$17.25	\$_____	\$_____

C.

C. "Building" shall mean the building and related improvements to be constructed by Landlord on the Building Land (as defined herein). The current address of the Building Land is ___ West Livingston Street, Orlando, Florida 32801. A general description of the Building is a 15-story student housing project with student housing beds and related amenities, education and/or education support space, commercial space and a parking garage, containing the Premises (as defined herein).

D. "Building Land" shall mean that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof.

E. "Business Days" shall mean all days, except Saturdays, Sundays, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other day during which commercial banks and savings & loans institutions are closed for business to the public in Orlando, Florida.

F. “Commencement Date” shall mean the earlier of (i) August 1, 2019, or (ii) such other date as agreed between Tenant and Landlord if the Premises are ready for use and occupancy pursuant to this Lease and the City of Orlando has issued a certificate allowing occupancy of the Premises by Tenant.

G. “Common Areas” shall mean the following areas: (i) any areas in the Building outside of the Premises devoted to shared lobbies, hallways, elevators, restrooms, janitorial closets, mailrooms, vending areas and other similar facilities provided for the common use or benefit of residents and tenants generally and/or for the public located in the Building (but shall not include any such areas within the Premises or designated for the exclusive use or benefit of a particular resident or tenant, including Tenant, nor any areas for the exclusive benefit of Tenant and/or Valencia College as co-tenant); (ii) portions of the Building used for mechanical rooms, electrical facilities, telephone closets, fire towers and stairs (but shall not include any such areas designated for the exclusive use or benefit of a particular resident or tenant, including Tenant) that serve Common Areas, provided Tenant is not granted a license to utilize such areas; (iii) elevator shafts, vents, stacks, pipe shafts and vertical ducts, provided Tenant is not granted a license to utilize such areas; and (iv) those portions of the Building and/or the Building Land which are provided and maintained for the common use and benefit of residents or tenants of the Building and their employees, invitees and licensees; including, without limitation, walkways, and all streets, sidewalks and landscaped areas comprising the Building Land. Notwithstanding herein to the contrary, the Parking Garage (as defined herein) is not part of the Common Areas.

H. “Effective Date” shall be the date defined above as the Effective Date in the first line of this Lease.

I. “Governmental Authority” shall have the meaning set forth in Section 56.

J. “Governmental Requirements” shall have the meaning set forth in Section 56.

K. Intentionally Omitted.

L. Intentionally Omitted.

M. “Hazardous Substances” shall mean any flammables, explosives, radioactive material, hazardous wastes, hazardous or toxic substances or related materials, asbestos or any material containing asbestos, medical waste, special and infectious waste, biological materials (including without limitation blood and blood products), electromagnetic fields, mold and chemicals known to cause cancer or reproductive toxicity, or any other substance or material as defined in any federal, state or local environmental Governmental Requirement, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the regulations of the Occupational Safety and Health Administration, 29 C.F.R. § 1910.1001; the National Emission Standard for Hazardous Air Pollutants, 40 C.F.R. Part 61, Subpart M; and the regulations adopted in publications promulgated pursuant to each of the foregoing.

N. “Landlord’s Work” shall have the meaning set forth in the Work Letter attached hereto and made a part hereof as Exhibit “D” (the “Work Letter”).

O. “Lease Year” shall mean the following for the first Lease Year of the Term: the twelve (12) full month period beginning on the Commencement Date. If the Commencement Date falls on a day other than the first day of a month, then the first Lease Year shall include the period from the Commencement Date through the end of the calendar month in which the first anniversary of the Commencement Date falls. Commencing with the second Lease Year and for each Lease Year thereafter occurring during the Term and any extension or renewal thereof, “Lease Year” shall mean each twelve (12) month period commencing on the first day of the second Lease Year and each anniversary thereof. For example, if the Commencement Date occurred on July 15, 2019, then the first Lease Year would commence on July 15, 2019 and would end

on July 31, 2020, and each subsequent Lease Year would be the twelve (12) month period from August 1 through July 31.

P. “Management Agreement” shall mean the certain Management Agreement between Landlord and Tenant dated _____ for the management and operation of the student housing component of the Building (as defined herein).

Q. “Material Alterations” shall mean any alteration which: (i) in any way affects the exterior of the Building or is not limited solely to the interior of the Premises; or (ii) is structural in nature or otherwise affects the structural integrity or design of the Building; or (iii) affects the mechanical, electrical, sanitary (including plumbing), heating, ventilating, and air-conditioning (“HVAC”), life safety, or other services of the Building; or (iv) has an aggregate cost greater than Five Thousand Dollars (\$5,000.00).

R. “Normal Business Hours” shall mean from 7:30 a.m. to 6:00 p.m. during all Business Days.

S. “Notice Address”:

To Landlord at:

Mr. Craig Ustler
Ustler Development, Inc.
800 North Orange Avenue, Suite 200
Orlando, FL 32801
Telephone (407) 839-1070
Email: Custler@ustler.net

Mr. Dennis Biggs
President
Development Ventures Group, Inc
1251 Avenue of the Americas, Suite 910
New York, NY 10020
Telephone: (212) 899-4581
Email: DBiggs@devengroup.us

with a required
simultaneous copy of
notices to:

Michael A. Ryan, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801
Telephone: (407) 418-6355
Email: mike.ryan@lowndes-law.com

Karen W. Wankelman, Partner
Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1000
Orlando, FL 32801
Telephone: (407) 835-6780
Email: kwankelman@shutts.com

To Tenant at: Mr. William F. Merck II
Vice President
University of Central Florida
4365 Andromeda Loop North, Suite 328
Orlando, Florida 32816
Telephone: (407) 823-2351
Email: William.Merck@ucf.edu

with a required
simultaneous copy of
notices to: Scott Cole, Esq.
General Counsel
University of Central Florida
4365 Andromeda Loop North, Suite 360
Orlando, Florida 32816
Telephone (407) 823-2482
Email: Scott.Cole@ucf.edu

T.

T. “Parking Garage” shall mean the parking garage to be constructed in the Building pursuant to the Work Letter, the Plans and Specifications (as defined in the Work Letter), and the terms of this Lease. The Parking Garage is not part of the Common Areas as defined in Section 1(G) above.

U. “Premises” shall mean that portion of floors 1 through 5 of the Building, as depicted on the floor plans attached hereto and made a part hereof as Exhibit “B” and as shown on the Plans and Specifications, containing 45,000 to 48,000 gross square feet of Rentable Area (as defined herein), subject to adjustment as provided in Section 2 hereof.

V. “Project” means the Building Land, together with all improvements constructed or to be constructed thereon from time to time including, but not limited to, the Building, Parking Garage and Common Areas.

W. “Project Agreement” shall mean the certain Project Agreement (UCF and Ustler/DEVEN) between Landlord and Tenant dated _____ for the development of the Building and Project (as defined herein).

X. “Rentable Area” or “Rentable Square Footage” shall mean the square footage measured to the outside face of the exterior walls and the centerline of demising walls, and includes the allocable or applicable share of Common Areas, but excludes vertical penetrations (i.e., elevator shafts and stairwells), subject to adjustment as provided in Section 2 hereof.

Y. “Rent Payment Location” shall mean _____, Florida _____, or such other location as Landlord may designate in writing from time to time.

Z. “Stipulated Rate” means interest at the lesser of (a) the rate of ten percent (10%) per annum, or (b) the highest legal rate of interest permitted under Florida law.

AA. “Tenant Property” shall mean all partitions, business and trade fixtures, machinery and equipment, work stations, tables, chairs, desks, furnishings, racks, computers, signage, communications equipment and office equipment, whether or not attached to or built into the Premises which are installed within the Premises by or for the account of Tenant and can be removed without structural damage to the Building and all

furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises, specifically excluding any of the Tenant's Work (as defined herein).

BB. "Tenant's Allocable Share" shall mean the applicable percentage as reasonably established by Landlord based on relevant factors, including, but not limited to (i) the mixed-use design and function of the Building, (ii) the occupancy and use of the Premises by Tenant, and (iii) the nature of a particular expense item or cost, subject to adjustment as provided in Section 2 hereof.

CC. "Tenant's Work" shall have the meaning set forth in the Work Letter.

DD. "Term" shall mean, collectively, the Initial Term and any Extension Term(s), to the extent properly exercised pursuant to the provisions of Section 3 below, unless sooner terminated pursuant to the provisions of this Lease or pursuant to law.

EE. "Use" shall mean and be limited to the following: education or education support services by Tenant or by Valencia College, and for no other use or purpose without the Landlord's prior written consent, which consent may be granted or denied in Landlord's sole discretion. Tenant's use of the Premises shall conform to all applicable law, zoning, ordinances and other such Governmental Requirements. Tenant shall maintain all necessary licenses and certifications to legally and lawfully occupy and use the Premises.

FF. "Valencia College" shall mean the educational institution governed by THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA, as a co-tenant within the Building with certain rights and responsibilities as outlined in a separate development agreement and/or lease agreement with Landlord. Valencia College and Tenant have agreed to shared occupancy, use and co-tenancy of certain areas of each others Premises, which is (or shall be) the subject of a "Space Sharing Agreement" between the Tenant and Valencia College. At all times Landlord shall be provided with a current copy of the Space Sharing Agreement.

STANDARD PROVISIONS OF LEASE

2.- PREMISES.

A. Subject to the Rent (as defined herein), terms and conditions herein set forth, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises, subject to the terms and provisions of this Lease to have and to hold for the Term, unless the Term shall be sooner terminated as hereinafter provided.

B. Upon completion of the Premises and on or before the Commencement Date, Landlord shall, at Landlord's expense, direct its architect (or engineer) to determine the revised Rentable Area, as applicable, of the Premises and the Building to reflect the actual and as-built condition of the Premises and the Building and certify the same to Landlord and Tenant. In the event that the foregoing measurements as determined in good faith by Landlord's architect (or engineer) are different than the square footage specified in Section 1 of this Lease, the Rentable Area of the Premises and Building shall be adjusted accordingly, and the Base Rent, the Finish Allowance (as defined in the Work Letter), and all other amounts specified in this Lease which are a function of the Rentable Area of the Premises and/or Building shall be revised. The final Rentable Area of the Premises shall be subject to confirmation by Tenant's architect (or engineer), at Tenant's expense.

The parties acknowledge that Tenant, or Tenant in conjunction with Valencia College, is a full floor tenant, and therefore responsible for the entire floor area of each occupied floor, except as such relates to the ground floor.

- TERM. Notwithstanding that the Term commences at a date later than the Effective Date, this Lease shall be a fully binding obligation of the parties as of the Effective Date.

C. Initial Term. The initial term of this Lease (the "Initial Term") shall commence on the Commencement Date and shall expire on the last day of the twentieth (20th) Lease Year ("Expiration Date"),

or on such earlier date on which the Term of this Lease shall expire or be cancelled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to law. In the event the Extension Option(s) to extend the Term (as set forth below) are duly exercised, all references contained in this Lease to the Expiration Date or Term, whether by number of years or number of months, shall be construed to refer to the Term hereof as extended.

D. Extension Terms. Unless this Lease has expired or has been sooner terminated as provided in this Lease, or an event of default (as defined in Section 24A) below) has occurred and is continuing, Tenant shall have the right and option (each, an "Extension Option") to extend the Initial Term for two (2) additional successive periods of ten (10) years each (each, an "Extension Term"). Each Extension Term shall commence on the day succeeding the expiration of the Initial Term or the preceding Extension Term, as the case may be. All of the terms, covenants and provisions of this Lease shall apply to each such Extension Term.

Tenant may exercise the Extension Options by providing written notice to Landlord of such election no later than the date that is twelve (12) months prior to the then-current Expiration Date (the "Extension Notice"). If written notice of the exercise of any Extension Option is not received by Landlord on or before such date, this Lease shall terminate on the last day of the Initial Term or Extension Term then in effect, as applicable. If Tenant shall fail, or shall not be entitled, to extend the Term for an additional Extension Term, all remaining Extension Options shall automatically expire.

E. Early Termination. Notwithstanding anything herein to the contrary, Tenant shall have the right to terminate this Lease effective as of the last day of the tenth (10th) Lease Year (the "Early Termination Date"); provided however that Tenant must provide written notice to Landlord of such election to terminate the Lease no later than the date that is twelve (12) months prior to such Early Termination Date. If Tenant exercises such right to terminate this Lease as of the Early Termination Date, Tenant shall pay to Landlord a termination fee equal to twelve (12) months Rent at the rate applicable to the eleventh (11th) Lease Year, and Tenant shall pay to Landlord the unamortized portion of any leasing commissions as well as any unamortized portion of the Finish Allowance for the Premises. Tenant shall be responsible for all reasonable fees and costs associated with documenting such termination.

– PERMITTED USE. It is understood that the Premises are to be used solely for the Use set forth in Section 1 and for no other purposes without Landlord's prior written consent. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in the Premises, Tenant shall, at its expense, duly procure and thereafter maintain such license or permit and shall at all times comply with the terms and conditions of same. Tenant shall not at any time suffer the Premises to be used or occupied (a) in violation of (i) the Certificate of Occupancy for the Premises or for the Building, (ii) any of the provisions of this Lease, or (iii) zoning ordinances, and rules and regulations of Governmental Authorities having jurisdiction. The Premises shall be used and occupied so as not to contravene any present or future Governmental Requirements, or the requirements of the Landlord's or Tenant's insurers, subject to the terms of Section 56 below. Tenant agrees not to use or permit the use of the Premises for any purpose which is illegal, dangerous to life, limb, or property or which, in Landlord's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. During the Term, Tenant shall continuously, actively, and diligently carry on the permitted Use on the whole of the Premises, except when prevented from doing so by Excusable Delay (as hereinafter defined). Tenant acknowledges that its ongoing use, occupancy and operation of the Premises for the permitted Use is of utmost importance to Landlord in the development of the Project and ongoing development and operation of the overall Creative Village project to be developed on property in the vicinity of the Project. Tenant and Landlord acknowledge that the ongoing use, occupancy and operation of the Premises for the Use is integral to the Tenant's overall plans for the UCF Downtown Campus, and the education space and education support space are necessary to facilitate the overall student enrollment and programs. Landlord is executing this Lease in reliance upon the foregoing acknowledgments and the same are material elements inducing Landlord to execute this Lease.

3.– BASE RENT.

A. Tenant hereby covenants and agrees to pay to Landlord in lawful United States currency, together with any and all applicable sales and use taxes (including, without limitation, sales tax on rents unless Tenant

provides its tax exemption certificate to Landlord) levied upon the use and occupancy of the Premises as set forth in Section 6, the Base Rent specified in Section 1 payable in equal monthly installments in advance, beginning on the Commencement Date and continuing on the first day of each and every calendar month thereafter during the Term, subject to increases as set forth in this Section. All forms of Rent (as defined below) due under this Lease shall be paid to Landlord, without demand, setoff or deduction whatsoever, unless otherwise expressly set forth herein, at the Rent Payment Location specified in Section 1 or at such other place as Landlord shall designate in writing to Tenant. If the Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, then the installments of Base Rent for such month or months shall be prorated on a per diem basis, based on a 365-day year and the number of days in such month.

B. Within thirty (30) days after receipt of an Extension Notice from Tenant, Landlord will determine Landlord's best estimate of the market rental value of the Premises for the applicable Extension Term, taking into account the rentals at which new leases and/or extensions or renewals of existing leases are being concluded in comparable office buildings in downtown Orlando at that time and for such a term, and considering the terms and conditions of this Lease, including the services, concessions, costs and allowances made available to Tenant, as compared to the comparable leases and necessary adjustments for inflation (the "Prevailing Market Rate"). Landlord shall advise Tenant of its estimate of the Prevailing Market Rate, and its proposed Base Rent rate for the applicable Extension Term ("Landlord's Rent Proposal"). Within thirty (30) days following receipt of Landlord's Rent Proposal, Tenant shall either: (i) if Tenant agrees with Landlord's Rent Proposal, give Landlord final binding written notice ("Binding Notice") of Tenant's exercise of its Extension Option with Base Rent established at Landlord's Rent Proposal, or (ii) if Tenant disagrees with Landlord's Rent Proposal, provide Landlord with written notice that Tenant desires to submit determination of the Prevailing Market Rate to arbitration in accordance with the terms of the arbitration provision below (the "Arbitration Notice"). If Tenant provides Landlord with a Binding Notice, Landlord and Tenant shall enter into an Extension Amendment (as defined below) upon the terms and conditions set forth in the last paragraph of this Section 5B. If Tenant fails to provide Landlord with a Binding Notice or Arbitration Notice within thirty (30) days following Tenant's receipt of the Landlord's Rent Proposal, the Base Rent shall be the Landlord's Rent Proposal.

If Landlord fails to provide Landlord's Rent Proposal within the aforesaid time period, Tenant shall have thirty (30) days following the expiration of Landlord's thirty (30) day response period to provide Landlord with an Arbitration Notice. If Tenant provides Landlord with an Arbitration Notice, Landlord and Tenant shall, within ten (10) days after the date of Landlord's receipt of the Arbitration Notice, meet and negotiate in an attempt to reach agreement on the Prevailing Market Rate for the applicable Extension Term. If the Base Rent is not resolved by the parties within ten (10) business days after the date of Landlord's receipt of Tenant's Arbitration Notice, the parties shall mutually agree upon a real estate appraiser or broker to resolve the disagreement, and the Prevailing Market Rate shall be determined as follows:

- i. The appraiser or broker so selected shall be a licensed commercial real estate appraiser or broker who has not previously been engaged by either party and shall have at least ten (10) years of experience within the previous fifteen (15) years as a real estate broker and/or appraiser working with similar properties in the downtown Orlando, Florida area with working knowledge of current rental rates and practices. If the parties are unable to agree on real estate appraiser or broker, the parties will ask the commercial division of the Orlando Board of Realtors to designate an appropriate real estate appraiser or broker meeting the qualifications set forth above. The real estate appraiser or broker agreed upon by the parties or designated by the Orlando Board of Realtors is referred to herein as the "Arbitration Broker".
- ii. Within five (5) business days of the selection of the Arbitration Broker, Landlord and Tenant shall each submit to the Arbitration Broker in a sealed envelope their determinations of the Prevailing Market Rate (each an "Estimate"). The Arbitration Broker shall select the Estimate that most closely reflects the Prevailing Market Rate and shall not be empowered to craft any additional or further estimates. If the Arbitration Broker believes that expert

advice would materially assist him, he may retain one or more qualified persons to provide such expert advice. The parties shall share equally in the hourly costs (not to exceed \$300 per hour or a total/combined fee of \$5,000) of the Arbitration Broker and of any experts retained by the Arbitration Broker. Any fees of any broker, counsel or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining such broker, counsel or expert. The Arbitration Broker shall render his/her determination within thirty (30) days of the date the Estimates are delivered to the Arbitration Broker. If either party fails to submit its Estimate within the five (5) business day period, the Estimate submitted by the other party shall be selected. The Estimate selected by the Arbitration Broker shall be final and binding upon both Landlord and Tenant and the basis upon which the Base Rent rate for the applicable Extension Term is finally determined.

If Tenant is entitled to and properly exercises an Extension Option, once the Base Rent is determined pursuant to this Section 5B, Landlord shall prepare an amendment to this Lease (the "Extension Amendment") to reflect changes in the Base Rent, the Term, the Expiration Date and other appropriate terms. The parties shall work together in good faith to finalize and sign the Extension Amendment within thirty (30) days after Tenant's receipt thereof from Landlord; provided, however, that any failure of Landlord or Tenant to execute and deliver such Extension Amendment shall not negate any proper and timely exercise of the Extension Option by Tenant.

C. Promptly upon the occurrence of the Commencement Date, the parties shall execute an instrument confirming the Commencement Date and the Expiration Date of the Initial Term hereof, but the failure of any party to do so shall not release any of the parties from any of their obligations hereunder.

D. Any and all sums of money or charges, other than Base Rent, required to be paid by Tenant under this Lease, whether or not the same be so designated, shall be considered "Additional Rent." Landlord shall have the same rights and remedies with respect to Additional Rent as with respect to Base Rent. The term "Rent" is hereby defined to mean the Base Rent and any Additional Rent payable by Tenant to Landlord under this Lease.

E. Landlord and Tenant acknowledge that the Base Rent which is being charged to Tenant is substantially below market. Tenant acknowledges Landlord's intent to characterize the present value of the difference as a donation or gift to Tenant, and that Landlord and Tenant will work collaboratively with the UCF Foundation to determine and evidence the value of this donation. Tenant's acknowledgment of this difference as a donation or gift is not to be deemed a representation as to the federal tax laws and regulations applicable to this gift or donation.

– SALES AND USE TAX. Landlord recognizes that Tenant is currently exempt from sales and use tax and Tenant will provide a tax exemption certificate to Landlord. If the law should change or for any other reason Tenant is determined not to be tax exempt, Tenant agrees to pay monthly to Landlord as Additional Rent, any sales and use tax hereafter imposed upon the Rent, use or occupancy of the Premises by the United States of America, the State of Florida, the County of Orange, the City of Orlando or any political subdivision thereof, notwithstanding the fact that such statute ordinance or enactment imposing the same may endeavor to impose the tax on Landlord.

– REAL ESTATE TAXES AND ASSESSMENTS. This Lease assumes that the Premises shall be exempt from Taxes (as defined herein) based on the public education Use by Tenant as specified herein. Landlord shall submit the appropriate applications to the appropriate authorities necessary for obtaining and documenting such tax exemption from ad valorem real estate taxes and, as applicable special assessments, with respect to the Premises, and Tenant agrees to support, and diligently pursue with Landlord, Landlord's application and process for documenting such exemption. The term "Taxes" shall mean and include all ad valorem real estate taxes and general and special assessments (whether foreseen or unforeseen, ordinary or extraordinary, and including, without limitation, non-ad valorem assessments), which shall, beginning on the Commencement Date and continuing during the Term, accrue and become due and payable and specifically attributable to the Premises and the Use thereof, other than any fine, penalty, cost or interest for any tax or assessment or part thereof which Landlord failed to pay prior to delinquency (except if same are imposed by reason of Tenant's default hereunder), other than any fine, penalty, cost or interest for any tax or assessment or part thereof which Landlord failed to pay prior to delinquency (except if same are imposed

by reason of Tenant's default hereunder). Nothing contained in this Lease shall require Tenant to pay any estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of Landlord.

4.- LANDLORD'S OPERATING EXPENSES AND RENT.

A. For the purpose of this Lease, the term "Operating Expenses" shall mean the applicable costs and expenses associated with Common Areas, including costs and expenses allocable to portions and components of the Parking Garage, incurred by Landlord in operating, managing, maintaining and repairing the Project. The items and charges comprising Operating Expenses shall specifically include, without limitation: gardening and landscaping; the cost of public liability, property damage and other insurance as is customary for similar projects located in Orange County (including, without limitation, the insurance described in Section 26 of this Lease); repairs, janitorial services, lighting, electricity, sewer and water allocable to the Common Areas; sanitary control, removal of trash, rubbish, garbage and other refuse from the Common Areas; service and maintenance agreements for the Common Areas, and/or for elevators, HVAC, and other Building systems exclusively serving or benefitting the Premises if contracted for by Landlord; and the cost of personnel (including a property manager and employees supervised and reporting to such manager, but not including any employees above the grade of property manager nor any executives, principals, partners, investors or related or affiliated parties of Landlord or the property manager and the salary of such personnel shall be equitably apportioned among other portions of the Project and any other properties which such personnel are responsible for) necessary or convenient to implement the services specified in this Lease, with all customary employment and normal retirement benefits incident thereto, including without limitation, pension and medical and life insurance benefits, and security personnel, if such personnel are employed. Tenant acknowledges that Landlord shall not be required to directly employ security personnel at the Project. Operating Expenses shall include a commercially reasonable management fee. Landlord shall have the right with regard to any and all management and maintenance obligations of Landlord under this Lease, to contract with such person(s) or entity or entities for the performance and accomplishment of such of the obligations as Landlord shall deem proper, including entities in which Landlord may hold an ownership or other interest. In all events, Operating Expenses are to be at competitive market rates and are not to exceed those which will be payable generally to an "independent contractor," which term is hereby defined as a person or firm having no direct or indirect financial or other business interest in, or relationship with, Landlord or Landlord's management agent or any of their respective principals, agents, servants, employees, stockholders, officers or directors. No Operating Expenses shall be commingled with any other property or building or with those of any other person or entity unless such expenses are bona fide expenses which are incurred in connection with the Project and provided such commingling does not result in greater Operating Expenses for the Project. Operating Expenses shall not include any capital expenditures, except for the monthly amortization of capital improvements (or the rentals thereof if the item in question is leased rather than purchased) if the capital improvements are (a) intended by Landlord in good faith to achieve a verifiable expense savings to the Tenant, provided that the annual amount included in Operating Expenses shall not exceed the annual amount of the savings achieved, or (b) required to comply with Governmental Requirements not in effect on the Commencement Date of this Lease. The monthly amortization of any given capital improvement shall be the sum of the (i) quotient obtained by dividing the cost of the capital improvement by the number of months of useful life of such improvement based on GAAP plus (ii) interest imputed on the unamortized portion at the Stipulated Rate. Notwithstanding anything to the contrary contained in this Lease, Operating Expenses shall not include those costs and expenses set forth in Exhibit "C" attached hereto and made a part hereof.

B. Base Rent payable by Tenant pursuant to this Lease includes Tenant's Allocable Share of the Operating Expenses up to an amount equal to Tenant's Allocable Share of Operating Expenses for the Base Year (the "Operating Expense Stop"). Prior to the Commencement Date, Landlord will provide Tenant with Landlord's written estimate of the Tenant's Allocable Share of the Operating Expenses for the first partial calendar year, along with specifications for reporting of projected expenses for future years. The "Base Year," as used herein, shall mean the first full year of stabilized occupancy and expenses for operation of the Building, as reasonably determined by Landlord. Prior to and during the Base Year, Base Rent will include Tenant's Allocable Share of the Operating Expenses. On or before April 1 of each year, or at such time as otherwise agreed by Landlord and Tenant, Landlord shall deliver to Tenant a statement (the "Operating Expense Statement") certified by Landlord in reasonable detail setting forth the total Operating Expenses

actually incurred for the preceding calendar year and the allocation thereof. If Tenant's Allocable Share of the actual Operating Expenses for the preceding year exceeds the Operating Expense Stop, Tenant shall pay Landlord the difference within thirty (30) days of Landlord's delivery to Tenant of the Operating Expense Statement; provided however that notwithstanding anything to the contrary in this Lease, with regard to Taxes, if any, that may be specifically attributable to the Premises and the Use thereof, the amount for Taxes in the Operating Expense Stop will be \$0.00. Notwithstanding anything herein to the contrary, after the Operating Expense Stop is established, Tenant's Allocable Share of Landlord's controllable Operating Expenses for any Lease Year shall not exceed one hundred three percent (103%) of the Tenant's Allocable Share of Landlord's controllable Operating Expenses for the immediately preceding Lease Year; provided however, that such cap shall not apply to uncontrollable Operating Expenses (including, without limitation, insurance costs, Common Area utilities, and other costs that are not in Landlord's reasonable control).

C. Notwithstanding anything herein to the contrary, payment for any Operating Expense required by Tenant that is disproportionately or unfairly overburdening the Project or other tenants therein may be allocated to Tenant based on Tenant's contribution to such Operating Expense, in Landlord's discretion. The obligations of Tenant to make payments under this Section 8 shall survive the expiration or earlier termination of this Lease.

D. At reasonable times and on reasonable notice (but not more than one (1) time per year; and provided that no default exists under this Lease beyond applicable notice and cure periods), Tenant, at Tenant's expense, shall have the right, within three hundred sixty-five (365) days following Landlord's delivery to Tenant of the Operating Expense Statement, to audit all of Landlord's (or Landlord's agent's) records pertaining to the Operating Expenses for the preceding year with a third party certified public accountant of its choice (not to include a contingency fee lease auditor). Prior to Tenant making an election to conduct an audit, upon Tenant's request, Landlord will reasonably cooperate with Tenant in order to review the Operating Expenses in question and the back-up documentation therefor with Tenant and Tenant's employee or representative, in order to explain any questions Tenant may have prior to Tenant electing to conduct the audit. If Tenant elects to audit, and the audit reveals that the Operating Expenses used in the calculation of Tenant's Allocable Share, as billed to Tenant, exceeded the actual Operating Expenses as revealed by the audit, then within thirty (30) days of Landlord's receipt of a copy of the audit, Tenant shall receive a refund of Tenant's Allocable Share of any such discrepancy discovered in the course of such audit. Landlord shall retain its records regarding Operating Expenses for a preceding year for a period of at least three hundred sixty-five (365) days following Landlord's delivery to Tenant of the Operating Expense Statement with respect to such preceding year (or longer during the pendency of an audit or dispute, or if Florida law requires retention of such records by Landlord for a longer period). The failure of Tenant to elect to examine Landlord's records pertaining to Operating Expenses within said three hundred sixty-five (365) day period shall be deemed to be a waiver of Tenant with respect to such examination or auditing and the acceptance by Tenant of the annual statement for the particular calendar year to which the annual statement relates. Landlord shall cause such records to be made available for such inspection during weekday Normal Business Hours as are reasonably prescribed by Landlord and at such location in the continental United States where Landlord regularly keeps its books and records, upon ten (10) Business Days' prior notification to Landlord. Such audit shall be done in accordance with GAAP. If, at the conclusion of such audit, should Landlord disagree with the results of Tenant's audit, then Landlord and Tenant shall refer the matter to a mutually acceptable independent certified public accountant, who shall work in good faith with Landlord and Tenant to resolve the discrepancy. The fees and costs of such independent accountant to which such dispute is referred shall be borne by the unsuccessful party and shall be shared pro rata to the extent each party is unsuccessful as determined by such independent certified public account, whose decision shall be final and binding. With regard to Tenant's initial audit, Tenant, its employees or agents, may make copies thereof at Tenant's expense, but such books and records, any copies thereof, and the results of any such audit are to be kept strictly confidential and are not to be made available or published to anyone (except for Tenant's attorneys, accountants, lenders, consultants and advisors who have a need to know such information, all of whom shall be informed in writing by Tenant of the confidential nature of the information), unless required by any Governmental Requirements. Landlord shall pay the cost of Tenant's audit if the total amount of Operating Expenses used for the calculation of Tenant's Allocable Share for the year in question exceeded five (5%) percent or more of the total amount of Operating Expenses that should properly have been used.

E. Costs for services being provided solely for Tenant, including without limitation any services required to be provided to Tenant outside of Normal Business Hours, and costs for any systems exclusively serving the Premises (“Tenant Expenses”) shall be passed-through to Tenant in their entirety and shall not be included in Tenant’s Allocable Share of Operating Expenses. Tenant shall pay to Landlord, as Additional Rent, an amount sufficient to reimburse Landlord for any such Tenant Expenses paid for by Landlord, and such payment shall be made on the first day of the month following the month in which Landlord notified Tenant of any such Tenant Expense. In addition to and without limiting the foregoing, Landlord shall not be responsible for any expenses or outlays of any nature arising from or relating to the Premises, the use or occupancy thereof, the contents thereof, or the business carried on therein, except as expressly stated in this Lease. Tenant shall pay (or reimburse Landlord for) all charges, impositions, and outlays of every nature and kind relating to the Premises except as expressly herein stated.

– USE OF COMMON AREAS AND PARKING GARAGE.

F. The use and occupation by Tenant of the Premises shall include the nonexclusive use, in common with others entitled thereto, of the Common Areas including, without limitation, the elevators, stairways, lobbies, waiting areas and other areas for the nonexclusive use of tenants, and agents, employees, customers and invitees of Tenants, within the Building as such Common Areas may hereafter be constructed as a part of the Building, and other facilities as may be designated from time to time by Landlord, subject, however, to the terms and conditions of this Lease and the reasonable nondiscriminatory Rules and Regulations for the use thereof as prescribed from time to time by the Landlord. Subject to the terms of this Lease, all Common Areas shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the full right and authority to employ all personnel and to make all reasonable nondiscriminatory Rules and Regulations as Landlord may in its reasonable discretion deem proper, pertaining to the proper operation and maintenance of the Common Areas. Landlord shall have the right to temporarily close all or any portion of the Common Areas to such extent as may, in the reasonable opinion of Landlord’s counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; and to close temporarily any portion thereof in connection with the completion of necessary repairs thereto, and except as otherwise expressly provided herein, Tenant shall not be entitled to any compensation, damages, or diminution or abatement of Rent, nor shall same be deemed a constructive or actual eviction. Tenant shall not place any furniture, fixtures or equipment in the Common Areas without the prior written consent of Landlord.

G. The use and occupation by Tenant of the Premises shall include the nonexclusive use, in common with others entitled thereto, of the Parking Garage, subject to the terms and conditions, including Rules and Regulations, established by Landlord. Tenant’s use of the Parking Garage shall also be subject to applicable parking fees and charges as established by Landlord.

– WASTE OR NUISANCE. Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Project.

5.– CONSTRUCTION OF LANDLORD’S WORK AND TENANT’S WORK.

A. Landlord’s Work. Landlord shall design and construct the Project in order to make the Premises available for Tenant’s occupancy as of the Commencement Date pursuant to this Lease, the Work Letter and the Project Agreement.

B. Tenant’s Work. All work necessary to design, construct, build out, occupy and otherwise prepare the Premises for Tenant’s occupancy as of the Commencement Date, other than the Landlord’s Work, shall be performed by Landlord and Landlord’s appointed architect, contractor and consultants (“Project Team”), at Tenant’s expense and pursuant to this Lease, the Work Letter and the Project Agreement. Landlord shall require that the Landlord’s designated general contractor and designated architect (currently Batson-Cook Construction and Baker Barrios Architects), list the Tenant as a third party beneficiary under any contracts or agreements that each may have with Owner related to Tenant’s Work. The Tenant’s Work is defined and further prescribed in the Work Letter as may be updated by the Parties from time to time. The Finish

Allowance shall be used initially to fund a portion of the Tenant's Work, and after the Finish Allowance has been exhausted, the balance of costs for the Tenant's Work shall be funded by Tenant in accordance with the Work Letter.

Prior to commencement of Tenant's Work, Tenant shall meet with the Project Team to establish and update the schedule, budget and related documents for Tenant's Work to ensure there is a clear understanding of Tenant's construction budget. Landlord agrees to facilitate open communication between Tenant and each member of the Project Team, and to coordinate an authorized representative from each member of the Project Team, and said person shall be responsible for all communication and authorizations related to Tenant's Work. Tenant shall have the right to review, inspect, or approve any of Tenant's Work. Applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with Tenant's requirements. Any change orders related to Tenant's Work must be reviewed and approved by Tenant, as well as any budget increases and schedule extensions.

Landlord will ensure that Project Team submits invoices at least every ninety (90) days during construction, and in no event will invoices be submitted more than one hundred eighty (180) days after work is completed. Each invoice to Tenant will include: (a) a current, itemized statement of amounts invoiced, amounts received, reimbursable expenses invoiced and received and all other funds sought from Tenant; and (b) such other information as Tenant shall reasonably require to enable Tenant to verify and evaluate the work completed and reimbursable expenses incurred in accordance with the terms and conditions of applicable agreements. Payment of an invoice will be made within twenty (20) days of receipt of a complete invoice accompanied by supporting information and documentation. Should Tenant dispute any portion of an invoice, Tenant shall pay the undisputed portion of the invoice in accordance with the timeframe and terms set forth above and shall work diligently to resolve any such dispute.

C. Landlord and Tenant will work collaboratively and in good faith to perform their responsibilities under this Lease, the Work Letter and the Project Agreement to complete the necessary work in order to make the Premises ready for occupancy as of the Commencement Date. Each party will keep the other informed of its timing, schedule, milestones dates, etc., as prescribed in the Project Agreement, and each party will provide timely responses to requests for information.

– **CONDITION OF PREMISES.** Tenant acknowledges that Landlord has made no representations or promises as to the condition of the Premises, nor shall Landlord be required to construct any alterations or improvements to the Premises, except as expressly set forth in this Lease.

– **ALTERATIONS.** All Alterations by Tenant must be in accordance with the requirements of this Lease. The Tenant may, provided the Tenant is in compliance with all applicable provisions of this Section 13, make at its sole cost and expense Alterations which are not Material Alterations without the consent of Landlord, provided that Tenant provides Landlord with prior written notice thereof, and Tenant shall be required to obtain Landlord's prior written consent with regard to Material Alterations, which consent shall not be unreasonably withheld or delayed; provided further, however, that in connection with Material Alterations which would (a) in any way affect the exterior of the Building, or (b) involve significant structural alterations such as penetration all (or substantially all) the way through a floor slab, or alteration of structural columns or structural steel, (c) materially adversely affect the Building systems or Landlord's costs to maintain, operate or repair same, or (d) materially adversely affect other tenants in the Building or use of the Common Areas or Parking Garage, then Landlord's consent is in Landlord's sole discretion. Before proceeding with any Material Alteration, Tenant shall submit to Landlord for Landlord's approval, the name of the contractor and plans and specifications for the work to be done and Tenant shall not proceed with such work until it obtains Landlord's approval, as provided above. Tenant, at its expense, shall obtain all necessary governmental permits and certificates for the commencement and prosecution of the Alterations and for final approval thereof upon completion and shall cause the Alterations to be performed in a good and workmanlike manner in accordance with the requirements of all applicable governmental authorities. All Alterations shall be diligently performed in a good and workmanlike manner, using materials and equipment at least equal in quality and class to the original installations of the Premises. All decorations, additions, improvements or other Alterations to the Premises, except for the Tenant's Property, shall, unless Landlord elects otherwise in writing, become the property of Landlord upon the expiration of this Lease, and shall be surrendered with the Premises at the expiration of this Lease. Landlord shall have the right to designate at the time of its approval of any request by Tenant for permission to make Material Alterations to the

Premises or following receipt by Tenant of notice of other Alterations to be made by Tenant those items for which Landlord reasonably reserves the right to require Tenant to remove upon the expiration or sooner termination of the Term of this Lease. Any such designation shall be in Landlord's reasonable discretion, based upon sound business judgment as to the probable effect of such Alteration upon Landlord's ability to re-let the Premises upon the expiration or sooner termination of the Term of this Lease. If required by Landlord in accordance with the foregoing, any such Alteration to the Premises shall be removed at Tenant's expense upon the expiration or sooner termination of the Term of this Lease and Tenant, at its expense, shall also repair any damage to the Premises caused by such removal and shall restore the affected portions of the Premises to a tenantable whole, reasonable wear and tear, casualty, condemnation and acts of nature excepted, unless Landlord elects not to require such removal.

If Tenant makes alterations to the Premises in accordance with the foregoing paragraph, and such alterations enhance energy performance within the Premises, then during the Term and so long as Tenant is in good standing under this Lease, Tenant shall be the beneficiary of any utility rebates and any tax credits available under Internal Revenue Service Code Section 170D that result from such alterations by Tenant, except that upon termination of this Lease all rebates and credits thereafter accruing for the Premises shall accrue to Landlord or to a future tenant as assigned by Landlord.

– LIENS. Nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject the estate of Landlord to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Landlord's estate shall not be subject to such liability. As a political subdivision of the State of Florida, Tenant is not subject to the Construction Lien law of the State of Florida, as set forth in Chapter 713, Florida Statutes. Notwithstanding the foregoing, Tenant, at its expense, shall cause any lien filed against the Tenant's or Landlord's interest under this Lease, the Premises, the Building, the Project, the Common Areas or the Parking Garage for work, services or materials claimed to have been furnished to or for the benefit of Tenant (other than on account of the Landlord's Work) to be satisfied or transferred to bond within twenty (20) days after Tenant's receipt of written notice of the filing of such lien. In the event that Tenant fails to satisfy or transfer to bond such claim of lien within said twenty (20) day period, the Landlord may do so and thereafter charge the Tenant as Additional Rent, all costs incurred by the Landlord in connection with the satisfaction or transfer of such claim, including attorneys' fees through all levels of appeals plus interest thereon at the Stipulated Rate. In accordance with applicable laws of the State of Florida, Landlord may file in the public records of Orange County, Florida, a public notice containing a true and correct copy of this Section, and Tenant hereby agrees to inform all contractors, and material suppliers performing work in or for or supplying materials to the Premises of the existence of said notice.

– NEGATIVE COVENANTS. Except as required by law or on a temporary basis in connection with repair or restoration work, Landlord agrees not to make any change, alteration or addition to the Project which would have a material and adverse effect on vehicular access to the Parking Garage or pedestrian access to the Premises.

6.– REPAIRS.

A. Subject to the provisions of Sections 17, 18 and 53 hereof, Landlord will maintain, repair and if necessary replace: (a) the roof, structure, columns, exterior walls and exterior windows and foundation in good state of repair; (b) the Common Area elevators, and all Building systems and facilities including, but not limited to, the Building electrical, water, gas, sewer, life safety, mechanical and HVAC (excluding separate air-conditioning systems specially installed to serve the Premises by or for Tenant for Tenant's sole use, if any) supplied to the Premises in good operating condition, maintenance and repair; and (c) the sidewalks, curbs, parking areas, and landscaping in good condition and repair, open and free of debris or other obstruction, subject to Project construction and repair activities. Landlord will also maintain, repair and if necessary replace, subject to the provisions of Sections 17, 18 and 53 hereof, the Parking Garage and Common Areas in clean, sightly, good operating condition and repair. All repairs, replacements and restorations made by Landlord shall be equal in quality and class to the originals thereof and shall be completed in compliance with applicable law. The Landlord covenants that any repairs or replacements (as the case may be) required by the terms of this Lease to be made by Landlord shall be commenced and completed expeditiously. All repair, and replacement obligations of Landlord hereunder with respect to the Project, except as expressly set forth in Exhibit "C" hereto, shall be deemed a component of Operating Expenses.

B. Tenant shall not suffer any damage, waste or deterioration to occur to the Premises and shall, at Tenant's expense, maintain the interior non-structural portions of the Premises and the fixtures and appurtenances therein, and Tenant's Property, in first-class condition in a manner no less stringent than the standards applied to Tenant's on-campus education facilities, and shall make all repairs necessary to keep them in good working order and condition (including structural repairs when those are necessitated by the negligence or willful misconduct of Tenant or its agents, employees or invitees) reasonable wear and tear and acts of nature excepted, and subject to the provisions of Sections 17, 18, and 53 hereof. The maintenance required to be performed by Tenant pursuant to this Section 16 specifically includes, without limitation, replacement of light bulbs, maintenance and repair of any HVAC system specially installed to serve the Premises by or for Tenant for Tenant's sole use, and maintenance of appropriate pest control by and for the Premises. All repairs, replacements and restorations made by Tenant shall be equal in quality and class to the originals thereof and shall be completed in compliance with applicable law. The Tenant covenants that any repairs or replacements (as the case may be) required by the terms of this Lease to be made by Tenant shall be commenced and completed expeditiously. The exterior walls of the Building, the exterior windows and the portions of all window sills outside same are not part of the Premises and Landlord reserves all rights to maintain and repair such parts of the Building (subject to the terms and provisions of this Lease).

C. Landlord agrees that it shall during the Term of this Lease, maintain the Building, the Parking Garage, the Common Areas and the Project in a safe, good, clean and sightly first-class condition. Landlord shall be responsible for remedying or repairing any work performed by Landlord at the Premises or the Project to the extent such work was not constructed by Landlord in accordance with all applicable Governmental Requirements in effect as of the Commencement Date.

D. Landlord and Tenant covenant and agree, at each party's expense, that Landlord and Tenant will build and maintain its respective areas as allocated under this section in compliance with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., as amended from time to time, and all rules and regulations promulgated to further the purpose of and to enforce the Act (collectively, the "ADA").

7.- EMINENT DOMAIN.

A. If there shall be taken during the Term by any condemning authority of more ten percent (10%) of the Rentable Area of the Premises, each of Tenant and Landlord, upon written notice to the other within thirty (30) days after such taking, shall have the option to terminate this Lease. In the event that less than ten percent (10%) of the Rentable Area of the Premises shall be taken by such condemning authority and the remaining part of the Premises shall be reasonably usable by Tenant in Tenant's reasonable discretion, or in the event more than ten percent (10%) of the floor area of the Premises is so taken and this Lease is not terminated in accordance with this Section, then the Base Rent shall be reduced in the same proportion that the amount of Rentable Area in the Premises is reduced by such taking.

B. Whether or not any portion of the Premises may be taken by such authority, Landlord may nevertheless elect to terminate this Lease or to continue this Lease in effect in the event any portion of the Building or more than ten percent (10%) of the Common Areas or of the Parking Garage be taken by such authority.

C. All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the fee or the leasehold estate, whether as damages or as compensation, shall be the property of Landlord. Tenant hereby assigns to Landlord all proceeds, whether by way of compensation or damages, for loss of the leasehold interest by reason of such taking.

D. Any amounts specifically awarded or agreed upon by Tenant and the condemning authority for the taking of Tenant's removable trade fixtures and/or the unamortized cost of Tenant's leasehold improvements shall be the property of Tenant. Tenant 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; provided any such award does not decrease the amount of the award otherwise due Landlord for the taking

of the fee simple interest in the Building. Landlord shall not be liable to Tenant for any such amounts in connection with such taking.

E. If this Lease should be terminated under any provision of this Section, Rent and other sums due and payable by Tenant hereunder shall be payable up to the date that possession is taken by the taking authority, and Landlord will refund to Tenant an equitable portion of any such rental and other sums paid in advance but not yet earned by such date.

8.– DAMAGE AND DESTRUCTION.

A. If at any time during the Term, any portion of the Premises, Building or Parking Garage should be destroyed or damaged by fire or other casualty, Landlord shall have the election to repair and reconstruct the damaged portion to its pre-existing condition or alternatively, to cancel this Lease. Landlord will notify Tenant of its election within sixty (60) days after receipt of written notice from Tenant of such damage or destruction. The foregoing notwithstanding, if more than ten percent (10%) of the Rentable Area of the Premises is destroyed or damaged and such destruction results in the Premises being untenable for a period of one hundred twenty (120) days or longer, either party shall have the right to cancel the Lease upon written notice to the other party at least thirty (30) days prior to the termination date.

B. Notwithstanding anything to the contrary contained herein, in the event the Premises are damaged by fire or other casualty: (i) during the last six (6) months of the Term; (ii) such damage was not caused by one or more acts or omissions of Tenant, its employees, agents, contractors, subcontractors, invitees, guests, assignees, sublessees, concessionaires or licensees; and (iii) the damage to the Premises exceeds twenty percent (20%) of the replacement cost of the Premises, then Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to Landlord provided Tenant assigns to Landlord Tenant's insurance proceeds related to leasehold improvements and continues to cooperate with Landlord, at no cost to Landlord, in the collection of all insurance proceeds due to Tenant, including the participation in any and all mediations, lawsuits or court proceedings related to the collection of such insurance proceeds. In such event, Tenant shall notify Landlord in writing within thirty (30) days after the date of the aforesaid casualty.

C. In any circumstances described above where Landlord elects to repair and restore the Premises, this Lease shall continue in full force and effect, and such repairs will be diligently pursued by Landlord. To the extent that the Premises are unfit for use by Tenant and not able to be actually used by Tenant in the ordinary course of its business, Rent shall abate proportionately until the Premises are repaired and restored.

D. Without limitation, the deadlines for performance set forth in this Section are subject to extension pursuant to Section 53 below.

9.– INTENTIONALLY OMITTED.

– RIGHT OF ENTRY. Upon reasonable prior notice, Landlord and Landlord's agents shall have the right during Normal Business Hours (and at all times in the case of emergency) to enter the Premises, to examine the same, and to show them to prospective purchasers or lenders of the Building. Upon reasonable prior notice (except in the case of an emergency), Landlord and Landlord's agents shall have the right during or outside of Normal Business Hours to enter the Premises to make such repairs, alterations, improvements or additions as required under this Lease or as Landlord may reasonably deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the Rent shall not abate while said repairs, alterations, improvements, or additions are being made unless Tenant is prevented from operating in the Premises, in which event Base Rent shall be proportionately abated during said period. Upon reasonable prior notice, during the twelve (12) months prior to the expiration of the Term of this Lease or any Extension Term, Landlord may, during Normal Business Hours, show the Premises to prospective tenants. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises or any part thereof, except as otherwise herein specifically provided.

– SERVICES.

A. Landlord covenants that it will furnish to the Premises and Building the following services during the Term:

- i. Electrical lighting service, including fluorescent, incandescent and other bulb replacement, in the Common Areas and service areas of the Building, subject to applicable after-hours charges or other costs incurred by Landlord as a result of use by Tenant outside of Normal Business Hours.
- ii. Janitorial services for the Common Areas on all Business Days. Tenant, at Tenant's expense, shall provide janitorial services for the Premises with persons or firms engaged by Tenant and the entry for such cleaning personnel entering the Building shall be coordinated with Landlord. Tenant, at its expense, shall be responsible for the replacement of light bulbs and ballasts within the Premises.
- iii. Access to the Premises twenty four (24) hours per day, three hundred sixty five (365) days per year, subject to reasonable security measures and except for emergency events which cause Landlord to limit access to Tenant. Tenant (at its expense) is responsible for the security of the Premises, including without limitation the installation, maintenance and monitoring of any security cameras and life safety alarm systems. Tenant may supply security systems, services and/or personnel for the Premises and Building, subject to specifications to be mutually agreed upon by Landlord and Tenant.
- iv. Trash removal from the Building dumpsters. Tenant is responsible for trash removal from the Premises to the Building dumpsters.
- v. Heating and air-conditioning in season at such temperatures and in such amounts as shall provide comfortable working conditions throughout the Common Areas during Normal Business Hours. Said HVAC system shall provide the proper outside make-up air in accordance with local mechanical code requirements. Tenant shall be responsible for maintaining an ongoing service contract for the HVAC system for the Premises. The Premises will be separately metered or sub metered for electricity, and Tenant shall pay all electricity costs relating to the Premises (including HVAC), at whatever rates are charged by the utility provider from time to time. Tenant may, at its expense, install supplementary air-conditioning systems to service the Premises. All costs in connection with such supplementary systems shall be at Tenant's sole cost and expense and shall otherwise comply with the other provisions of this Lease in connection with any improvements or Alterations to the Premises.
- vi. Waste water and sewer system serving the Building.
- vii. Operation, repair and maintenance of Common Areas, including elevators, stairs and access ways.
- viii. Operation, repair and maintenance of the Parking Garage.

Tenant acknowledges that Tenant's Use of the Premises and Landlord's agreement to provide and furnish services to the Premises and Building for time periods over and above Normal Business Hours will adversely impact the longevity of certain Building components, systems, elements, finishes and similar items and such may result in a decrease in their typical, customary and industry-standard useful life. Landlord reserves the right to have a duly qualified engineer or consultant perform periodic analysis of the Building to determine the remaining useful life of its components, systems, elements, finishes and similar items. If the analysis substantiates that any Building components, systems, elements, finishes or similar items applicable to the Premises (and Tenant's use thereof) are exhibiting an accelerated reduction in their useful life, Tenant shall be responsible for applicable costs. Landlord will provide

Tenant with options, including, but not limited to, Tenant participation in a reserve fund, longevity maintenance fund or funding agreement as supported by the analysis. The requirement for funding will be determined by calculating the costs incurred to keep the Building components, systems, elements, finishes and similar items in Grade A condition under the Tenant's extended operating hours less the calculated costs for maintaining the same under Normal Business Hours, or as otherwise determined by the analysis.

Except as provided below, Landlord's failure to furnish, or the interruption or termination of, the services described in this Section in whole or in part resulting from causes beyond the reasonable control of Landlord, its agents, or employees, shall not render Landlord liable in any respect, shall not be construed as an eviction of Tenant, nor entitle Tenant to any abatement of any Rent under this Lease; provided, however, that Landlord shall use its commercially reasonable efforts diligently and continuously to restore such service in the least amount of time. Any provision to the contrary notwithstanding but subject to the provisions of Sections 17, 18 and 53 hereof, if Landlord fails to provide in any material respect any services to be provided by Landlord pursuant to this Section for a period of three (3) consecutive Business Days after written notice to Landlord by Tenant of the interruption thereof, and if such failure materially and adversely affects Tenant's use and occupancy of the Premises such that Tenant is unable to conduct its normal business operation in the Premises, and provided the correction of the problem is within Landlord's reasonable control, then Tenant shall be entitled to an equitable abatement of Base Rent for the period during which the above-described situation exists.

B. Tenant shall be responsible for all services related to the operation, upkeep and maintenance of the Premises other than as specifically provided herein. At least once per Lease Year, Tenant will provide to Landlord, for Landlord's reasonable approval, a list of all vendors and contractors that Tenant will use for services related to the Premises.

C. Tenant is not responsible leaks or spikes in consumption caused by anomalies or failures in those portions of the Building system for which Landlord has responsibility under this Lease; provided that Tenant shall be responsible leaks or spikes in consumption caused by anomalies or failures in those portions of the Building system for which Tenant has responsibility under this Lease.

– SECURITY DEPOSIT. No security deposit is required under this Lease.

10.– ASSIGNMENT AND SUBLETTING.

A. Notwithstanding any other provision in the Lease, neither Tenant nor Tenant's legal representatives or successors in interest by operation of law or otherwise shall assign this Lease or sublease the Premises or any part thereof or mortgage, pledge or hypothecate its leasehold interest or grant any concession or license within the Premises without the prior written consent of Landlord, in Landlord's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding the foregoing or anything herein to the contrary, Tenant may sublease the Premises or any portion thereof to Valencia College, without Landlord's prior consent, so long as Tenant provides prior written notice of such sublease to Landlord.

B. In the event of a proposed assignment or subletting, Tenant shall notify Landlord in writing of its desire to assign or sublet the Premises. Along with such notice, Tenant shall supply Landlord with the name of the proposed assignee or sublessee, a certified and audited financial statement of the proposed assignee or sublessee (including both an income statement and balance sheet), a resume covering the business experience of the proposed assignee or sublessee and a check made payable to Landlord in the amount of One Thousand Dollars (\$1,000.00), which shall be non-refundable when paid regardless of whether Landlord shall grant consent of Tenant's proposed assignment or sublet transaction shall go into effect.

C. Any transfer of this Lease from Tenant by merger, consolidation or dissolution or any change in ownership or power to vote a majority of the ownership interests in Tenant's corporation or other entity outstanding at the time of execution of this Lease (or at any future time) shall constitute an assignment for the purpose of this Lease.

D. Notwithstanding any other provision in this Lease, neither Tenant nor Tenant's legal representatives or successors in interest by operation of law or otherwise shall assign this Lease or sublease the Premises or any part thereof or mortgage, pledge or hypothecate its leasehold interest or grant any concession or license within the Premises without the prior written consent of Landlord, in Landlord's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If, with Landlord's consent, this Lease is assigned or if the Premises is subleased (whether in whole or in part) or in the event of the mortgage, pledge or hypothecation of the leasehold interest or grant of any concession or license within the Premises or if the Premises is occupied in whole or in part by anyone other than Tenant, Landlord may nevertheless collect all Rent and other amounts due under this Lease from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and apply the net amount collected to the amounts payable hereunder, but no such transaction or collection or application thereof by Landlord shall be deemed a waiver of the provisions of this Section or a release of Tenant from its primary obligations or performance as Tenant under this Lease.

E. Prior to the Commencement Date, Landlord shall have the right to transfer and assign all or part of its interest in this Lease to a limited liability company or other entity to be formed by Landlord (a "Permitted SPE"), which entity shall assume all of the rights and obligations of Landlord under this Lease; provided that (i) Ustler and DEVEN have an equity interest in the Permitted SPE; and (ii) the Permitted SPE assumes all of the obligations of Landlord under this Lease as of and after the assignment date; and (iii) such assignment and assumption is effective simultaneously with the Permitted SPE's becoming the subsequent owner or master lessee of the Project; and (iv) Landlord has provided Tenant with reasonable evidence of the financial ability of the SPE to fulfill its obligations under this Lease. After completion of the Building, Landlord shall have the right to transfer and assign all or part of its interest in this Lease to a transferee (a "Permitted Transferee") that is a customary investor in investment grade real estate assets, including without limitation pension funds, insurance companies, real estate investment trusts, private equity funds, and private companies in the student housing business. Any Permitted SPE or Permitted Transferee is referred to herein as a "Permitted Assignee." Upon any assignment to and assumption by a Permitted Assignee of this Lease, Landlord shall be released from all obligation and liability under this Lease, except as to any liability, the claim for which may have accrued prior to the date of such assignment and assumption. Notwithstanding anything herein to the contrary, without Tenant's prior written consent, Landlord shall have the right to mortgage and pledge its interest in the Building or its interest in the Lease to a lender in connection with obtaining a loan or financing for the Project.

F. Notwithstanding anything contained herein to the contrary, Landlord acknowledges that Tenant has or will enter into a Space Sharing Agreement with Valencia College which shall permit Tenant and Valencia College to share portions of the Premises so long as Tenant and Valencia College are not in default under their respective leases with Landlord; provided, however, it being understood that in the event of a termination or expiration of this Lease, the Space Sharing Agreement and the rights of Valencia College to use or occupy any portion of the Premises shall be null and void. Tenant shall include the language from this Section 23(F) in the Space Sharing Agreement.

11.– DEFAULT, REMEDIES AND DETERMINATION OF DAMAGES.

A. Each of the following acts or omissions of Tenant or occurrences shall constitute an "event of default":

- i. Failure or refusal by Tenant to timely pay Rent or any other sum when due and such failure shall continue for ten (10) days after the due date; and from and after Tenant's third (3rd) such failure or refusal during any calendar year, Landlord shall be entitled to exercise any or all of the remedies set forth herein without prior notice to Tenant; or
- ii. Failure or refusal by Tenant to comply with the obligations of Tenant set forth in Section 4 and/or Section 23 of this Lease and such failure or refusal continues for a period of ten (10) days after written notice thereof to Tenant; or

- iii. Failure or refusal by Tenant to timely perform or observe any other covenant, duty or obligation of Tenant under this Lease, other than as described in subsections (i) and (ii) above; provided, however, notwithstanding the occurrence of such event of default, Landlord shall not be entitled to exercise any of the remedies provided for in this Lease or by law unless a non-monetary event of default continues beyond the expiration of the cure period set forth in the notice, or if no cure period is set forth in the notice then ten (10) days following notice to Tenant of such event of default; however, in the event such other covenant, duty or obligation reasonably requires more than the time period set forth in the notice for the curing thereof, such failure to cure shall not be deemed to be an event of default if Tenant shall have commenced the curing within the cure period set forth in the notice (or ten (10) days if no cure period is set forth in the notice) and having commenced such curing carries forward the curing thereof to completion with reasonable diligence but in no event longer than ninety (90) days; or
- iv. Abandonment or vacating of the Premises; or
- v. The entry of a decree or order for relief by a court having jurisdiction over Tenant or any guarantor of Tenant's obligations hereunder in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee (or similar official) of Tenant or any guarantor of Tenant's obligations hereunder or for any substantial part of either of said parties' property, or ordering the winding-up or liquidation of either of said parties' affairs.

B. This Lease is subject to the limitation that if and whenever any event of default shall occur, after such notice, if any, as is required herein, Landlord may, at its option, in addition to all other rights and remedies given hereunder or by law or equity, do any one or more of the following:

- i. Terminate this Lease or Tenant's right to possession of the Premises; in either event, Tenant shall immediately surrender possession of the Premises to Landlord; or
- ii. Enter upon and take possession of the Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated the Lease.

Exercise by Landlord of any one or more remedies granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement between Landlord and Tenant.

Upon the occurrence of an event of default, provided Landlord has given the notice required in this Lease, if any, Landlord shall not be obligated to give any additional notice prior to exercising any available remedy. Tenant hereby waives any and all notices required under statutory or common law in favor of the notices set forth herein. To the extent of any inconsistency between this Lease and any statutory or common law, and to the extent permitted under applicable law, this Lease shall prevail.

If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees to pay Landlord, upon demand, all costs, expenses and disbursements incurred by Landlord in taking such remedial action.

C. In the event Landlord elects to terminate this Lease due to an event of default or in the event Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease, Landlord may by notice to Tenant, accelerate and declare due and payable in full all Rent and other indebtedness due hereunder for the remaining Term. Actions to collect amounts due under the Lease, including Rent, may be brought from time to time, on one or more occasions, without the necessity of waiting

until expiration or termination of the Term. In case of an event of default, Tenant shall be liable for and shall pay to Landlord, in addition to all other amounts due under this Lease: (i) broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises; and (ii) the costs of repairing or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and (iii) the unamortized portion of the Finish Allowance paid to Tenant pursuant to the Work Letter; and (iv) all actual expenses (including attorney's fees) by Landlord in enforcing Landlord's remedies.

D. Should Landlord be in default under any of the terms of this Lease, Tenant shall give Landlord prompt written notice thereof specifying any alleged default in specific detail, and Landlord shall thereupon have a reasonable period of time, but in no event less than thirty (30) days to cure such default. A default hereunder shall be deemed cured if Landlord in good faith commences to cure the same within ten (10) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the cure of such default, but in no event later than one hundred ninety (90) days from the date of Tenant's notice. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed following the applicable notice and cure period which materially adversely affects Tenant's use of the Premises ("Material Default"), Tenant may, at its sole option, elect to either (i) terminate the Lease within ten (10) Business Days following the second notice and cure period set forth below by written notice to Landlord specifying the termination date, provided however Tenant must first provide Landlord with a second written notice and cure period of thirty (30) days prior to exercising its rights to terminate the Lease, or (ii) seek monetary damages. Tenant hereby waives any and all rights or claims to incidental, consequential or special damages.

E. Notwithstanding anything herein contained to the contrary, it is specifically understood and agreed that there shall be no personal liability for any deficiency or otherwise on the part of Landlord, its agents, representatives, employees, or any of its members, partners or shareholders, or their respective legal representatives, heirs, successors and assigns as the case may be, with respect to any of the terms, provisions, covenants and conditions of this Lease or otherwise, and that Tenant shall look solely to the estate, property and equity of Landlord (or such Permitted Assignee or other successor in interest) in the Building and subject to the prior rights of any mortgagees for the satisfaction of each and every remedy of Tenant in the event of any breach of any of the terms, provisions, covenants and conditions of this Lease to be performed by Landlord, or in the event of any other claim which Tenant may allege against Landlord, its agents, officers, representatives, employees, members, partners or shareholders, or their respective legal representatives, heirs, successors and assigns, which exculpation of personal liability shall be absolute and without exception. In the event of the sale or other transfer of Landlord's right, title and interest in the Premises or the Project to a Permitted Assignee or otherwise, Landlord shall be released from all subsequent liability and obligations hereunder and subsequent landlord shall be deemed, without further action, to have assumed all of the obligations of Landlord arising under this Lease as of the date of such sale or transfer.

F. The late payment of any amount due under this Lease will cause Landlord to incur various expenses not contemplated by this Lease the exact amount of which is presently difficult to ascertain. Accordingly, if any payment of Rent or any other amount due under this Lease shall not be received by Landlord within ten (10) days after the date due, then, in addition to such required payment, Tenant shall also pay to Landlord a "Late Charge" of equal to ten percent (10%) of the delinquent amount. Tenant agrees that such Late Charge represents a fair and reasonable estimate of the expenses that Landlord will incur by reason of such late payment. Acceptance of such Late Charge by Landlord shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising any remedies granted to Landlord under this Lease or any remedy at law or in equity. Neither Landlord nor Tenant shall ever be liable hereunder for incidental, consequential or special damages.

G. Should Landlord or Tenant be in default under the Project Agreement or the Management Agreement, such default shall also be a default under this Lease subject to the cure and remedy provisions herein.

12.- INTENTIONALLY OMITTED.

13.- INSURANCE.

A. Tenant hereby assumes responsibility for the condition of the Premises and agrees to give Landlord written notice within thirty (30) days after discovery of any damage, defect or disrepair therein. Notwithstanding the foregoing, the parties acknowledge that Tenant's liability may be limited by sovereign immunity as set forth in Section 768.28 of the Florida Statutes, as may be amended from time to time. Tenant shall be responsible for the safety and security of Tenant's employees upon or about the Premises. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to person in, upon or about the Premises, from any cause other than Landlord's negligence, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises. Further, Landlord and its employees, officers, directors, members, managers, affiliated and related entities and parent corporation shall not be liable for interference with the light or air in the Premises. Landlord and Tenant 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 for the State of Florida or its agents and agencies to be sued, or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

B. Tenant shall, throughout the Term, at its sole cost and expense, provide and keep in force, with (i) responsible insurance companies reasonably acceptable to Landlord or (ii) the State of Florida, in respect to this Lease and the Premises in the following amounts for any one accident or occurrence: (a) comprehensive general public liability insurance with limits for property damage claims and personal injury or death consistent with the amount provided to the Tenant by the State of Florida Division of Risk Management per occurrence; and (b) casualty insurance insuring Tenant against loss or damage to its equipment and other personal property in the Premises by fire and all other casualties usually covered under an extended policy of casualty insurance. Tenant shall furnish the Landlord with proof of all such insurance at least annually and upon demand of the Landlord.

C. The policies of insurance required to be maintained by Tenant hereunder are referred to herein as a "Required Policy" and in the plural as "Required Policies". All Required Policies shall be with a company licensed or authorized to do business in such state and with a company that has an "A.M. Best" rating of at least A-IV or through the State of Florida and be non-cancellable with respect to Landlord except upon thirty (30) days prior written notice to Landlord, and provide that the amount thereof shall not be reduced and that none of the provisions, agreements or covenants contained therein shall be modified or cancelled by the insurance company without thirty (30) days prior written notice to Landlord. Tenant agrees to deliver to Landlord a duplicate original or certificate of insurance for each Required Policy upon tender of possession of the Premises, and at all times during the Term to update such duplicate original or certificate of insurance with current insurer, term and policy limit details prior to the expiration or cancellation of any such policy.

D. Tenant at its expense shall comply with all requirements of the Board of Fire Underwriters, or any other similar body affecting the use of the Premises, and shall not use the Premises in a manner which shall increase the rate of fire insurance or other insurance of Landlord or of any other tenant, over that in effect as of the Commencement Date of this Lease. If Tenant's use of the Premises increases the fire insurance rate for the overall Building, Tenant shall reimburse Landlord for all such increased costs.

E. Landlord shall, at its expense (as part of the Operating Expenses), at all times during the Term hereof, maintain or cause to be maintained in effect coverage under a policy or policies of special form property insurance covering the Building (excluding any leasehold improvements constructed by Tenant), in an amount not less than Landlord's good faith estimate of one hundred percent (100%) of the full replacement value (exclusive of the costs of excavations, foundations and footings) from time to time during the Term of this Lease, together with rent loss insurance and insurance against sprinkler damage, vandalism, malicious mischief and flood (if located within a designated flood zone). Such property insurance may also include loss of rent insurance for all or part of the Building in amounts and with property insurance deductibles in the amount of the greater of (i) Two Hundred Fifty Thousand Dollars (\$250,000.00) and (ii) such deductible as Landlord may determine in its good faith discretion based on deductibles that would be carried by an

institutional owner of a comparable building in Orlando, Florida (and recognizing that portions of the property insurance may have higher deductibles, such as windstorm coverage).

F. Landlord shall, at its expense (as part of the Operating Expenses), at all times during the Term hereof, carry commercial general public liability and property damage insurance against claims for injury to persons and property occurring in the Common Areas and Parking Garage naming Tenant as an additional insured, such insurance to be in the combined single limit of not less than Five Million Dollars (\$5,000,000.00).

G. Notwithstanding anything to the contrary contained with this Section 26, either party's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by such party; provided, however, that the coverage afforded Landlord and Tenant will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied (including, without limitation, that Tenant shall provide Landlord with reasonably satisfactory evidence that (i) such blanket policy (or the Certificate of Insurance delivered to Landlord in connection with the blanket policy) expressly references, includes and covers the Premises, and (ii) such blanket policy (or the Certificate of Insurance delivered to Landlord in connection with the blanket policy) contains a guaranteed amount of insurance for the Premises, which guaranteed amount shall equal the amounts of coverage required under this Lease). Landlord and Tenant agree to permit the other at all reasonable times to inspect the policies of insurance of Landlord and Tenant covering risks upon the Premises or the Building for which policies or copies thereof are not required to be delivered to the other.

14.- INTENTIONALLY OMITTED.

– LOSS AND DAMAGE. Landlord shall not be liable for any damage to any property of Tenant or of others located in the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise caused by other residents, tenants or persons or occupants in the Building, or of adjacent property or the public. All property of Tenant kept or stored in the Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord and its members, managers, officers, directors, employees, agents, servants, representatives, affiliates, successors and assigns including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of the assets and business of Landlord harmless from any and all claims arising out of damage to same, including subrogation claims by Tenant's insurance carriers.

– END OF TERM. Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease in good order and condition, except for reasonable wear and tear, casualty, condemnation and acts of nature. Tenant agrees that if Tenant remains in possession of the Premises after the date of the expiration or sooner termination of this Lease without the consent of Landlord, there shall be no tacit renewal of this Lease or the Term, Tenant shall be deemed to be in default, and Tenant shall be deemed to be occupying the Premises as a holdover tenant at sufferance. During the holdover, the Rent, payable in advance on the first day of each month during such holdover, shall be equal to (i) during the first six (6) months of the holdover, one hundred fifty percent (150%) of the monthly amount of Rent payable during the last month of the Term, and (ii) after the first six (6) months of the holdover, two hundred percent (200%) of the monthly amount of Rent payable during the last month of the Term, and such holdover shall otherwise be upon the same terms as are set forth in this Lease, so far as they are applicable to a tenancy at sufferance. Notwithstanding the foregoing or anything herein to the contrary, Tenant shall pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to surrender to Landlord possession of the Premises. The inclusion of the preceding sentence shall not be construed as Landlord's consent for Tenant to hold over. The aforesaid provisions of this Section shall survive the expiration or sooner termination of this Lease. Upon the termination or expiration of this Lease, Tenant shall remove all Tenant Property and, in addition to other applicable provisions of this Lease regarding such removal, the following shall apply: (i) such removal must be made prior to termination or prior to the expiration of the Term, as applicable; (ii) Tenant must not be in default of any obligation or covenant under this Lease at the time of such removal; and (iii) such removal must be effected without damage to the Premises or the Building. Tenant shall promptly repair all damage caused by such removal. In no event shall Tenant remove from the Premises any component of the HVAC system, any plumbing fixture(s) or lighting fixture(s), or any pipes, paneling, wall covering or floor covering. All plumbing or electrical wiring connections exposed as a result of the

removal of the Tenant Property, or removal of any other alteration(s), addition(s), fixture(s), equipment or property installed or placed in the Premises by Tenant shall be capped by Tenant in a safe and workmanlike manner.

15.– SIGNS.

A. With Landlord's prior approval, which approval shall not be unreasonably withheld or delayed, and subject to the Tenant's compliance with all applicable Governmental Requirements and approval from any applicable Governmental Authority, and the terms hereof, Tenant, at its expense (but payable out of the Finish Allowance), shall have the right to install and maintain exterior Building signage for the Premises within the overall limitations of the governmental approvals provided to Landlord. Landlord, at Tenant's expense, will cooperate with Tenant in the obtaining of required permits and licenses, but Landlord makes no representation or warranty that applicable Governmental Requirements will permit Tenant to install the signage. The signage for the Premises shall be removed by Tenant at the expiration or earlier termination of this Lease, and Tenant shall repair all damage caused thereby, all at Tenant's sole expense, within thirty (30) days following such removal. Tenant's obligation to repair any damage pursuant to this Section will survive the expiration or earlier termination of this Lease.

B. Tenant shall be permitted to display signage at or near the entry to its Premises as approved by Landlord (not to be unreasonably withheld or delayed). Landlord's approval is not required for any signage of Tenant wholly within the Premises, so long as such signage cannot be seen from the Common Areas or from anywhere outside of the Premises.

C. Except as otherwise set forth herein or in the Project Agreement, Tenant shall not place any signs or other advertising matter or material on the exterior of the Building or anywhere upon the Common Areas or Parking Garage. The foregoing is not intended to limit any signage that Landlord may be required to display pursuant to Governmental Requirements or pursuant to agreements with other tenants of the Building.

– NOTICES. All notices, demands, requests, consents, approvals or other communications in this Lease provided or permitted to be given, made or sent by either party hereto to the other shall be in writing (whether or not so stated elsewhere in this Lease) and shall be deemed to have been duly given on the second (2nd) Business Day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth in Section 1 hereof. Notwithstanding the foregoing, any of such notices, demands or other communications to be made pursuant to this Lease may be sent by a national overnight carrier service (e.g. Federal Express) but shall only be deemed given when received (or when delivery thereof is refused, as the case may be). The address to which any notice, demand or other writing may be given, made or sent to either party may be changed by ten (10) days prior written notice given by such party as above provided. Any notice or other communication given in the manner provided above by counsel for either party shall be deemed to be notice or such other communication from the party represented by such counsel.

– LANDLORD'S REPRESENTATIONS. Landlord, in order to induce Tenant to enter into this Lease, hereby represents that, as of the Effective Date:

D. Landlord has no actual knowledge of the presence of any Hazardous Substances on or about the Building Land, other than as described in the Limited Site Investigation Report described in Section 49 below. Landlord covenants to cooperate with Tenant, at Tenant's expense, in order for Tenant to obtain a reliance letter or other appropriate documentation from Landlord's environmental consultant in connection with said Report, and any other environmental report related solely to the Building Land obtained or to be obtained by Landlord, if any.

E. Landlord has full power and authority to conduct its business as presently conducted and to enter into this Lease, and that this Lease has been duly authorized, executed and delivered by Landlord and constitutes a legal and binding obligation of Landlord, subject to the terms hereof.

F. The execution, delivery and performance of this Lease will not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture,

mortgage, bank loan, credit agreement, deed of trust, instrument, document, land use document, agreement or contract of any kind or nature to which Landlord is a party or by which Landlord may be bound.

G. To Landlord's actual knowledge, no litigation or proceedings (or threatened litigation or proceeding or basis therefor) exists which could materially and adversely affect the ability of Landlord to perform its obligations under this Lease or which would constitute a default on the part of Landlord under this Lease, or which would constitute such a default with the giving of notice or lapse of time, or both, subject to the terms hereof.

H. Landlord has no actual knowledge of any pending or threatened condemnation or similar proceeding affecting the Building Land or any portion thereof.

I. The Project is (or prior to the Commencement Date will be) zoned to permit the use and operation of the Premises for the permitted Use, and there is not any survey or title matter which prohibits or restricts the use and operation of the Premises for the permitted Use.

– NON-WAIVER. No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or of any other covenant or condition of this Lease. Any such waiver must be in writing and signed by the party granting the waiver. Except as expressly set forth in this Lease, no act or omission of Landlord or its agents shall constitute an actual or constructive eviction, unless Landlord shall have first received written notice of Tenant's claim and shall have had a reasonable opportunity to remedy such claim.

– **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.** This Lease and all rights of Tenant shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals or extensions thereof), and to any and all ground leases, made or arranged by Landlord of its interests in all or any part of the Building or the Project, from time to time in existence against the Building or the Project, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Tenant shall further evidence its agreement to subordinate this Lease and its rights under this Lease to any and all documents and to all advances made under such documents. The form of such subordination shall be made as required by Landlord, its lender, or ground lessor and shall include a non-disturbance agreement with Tenant regarding the Lease. If Tenant shall fail or refuse to sign a subordination in accordance with the provisions of this Section within ten (10) days following a request by Landlord, Tenant irrevocably constitutes and appoints Landlord as its attorney in fact to execute and deliver the subordination to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding. Tenant shall promptly on request attorn to any mortgagee, or to the future owner(s) of the Building or the Project, or the purchaser at any foreclosure or sale under proceedings taken under any mortgage, security agreement, like instrument, or ground lease, and shall recognize such mortgagee, owner, or purchaser as Landlord under this Lease.

16.– ESTOPPEL CERTIFICATES; FINANCIAL STATEMENTS.

A. Landlord and Tenant agree at any time and from time to time, upon not less than fifteen (15) days' prior written request by either of them to the other, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that: this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications); the amount of the Rent then being paid and the dates to which same have been paid; the space being occupied by Tenant; whether or not, to the best of the certifying party's knowledge, there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts which, with the passing of time or the giving of notice or both, would constitute a default and, if there is any such default or facts, specifying the nature and the extent thereof; and such other factual information pertaining to this Lease as may be reasonably requested by the requesting party, it being intended that any such statement delivered pursuant to this Section 35 may be relied upon by Landlord, any prospective purchaser of the fee, or leasehold, or any mortgagee or assignee of any mortgage upon the fee or leasehold interest in the Premises (whether prospective or existing), or by any Tenant, assignee, subtenant or lender of Tenant (whether prospective or existing). If Tenant shall fail or refuse to sign such a statement in accordance with the

provisions of this Section within fifteen (15) days following a request by Landlord, Tenant irrevocably constitutes and appoints Landlord as its attorney in fact to execute and deliver the statement to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding.

B. Within thirty (30) days after written request from Landlord, Tenant shall deliver to Landlord any information regarding Tenant or Tenant's business reasonably requested by Landlord, Landlord's lender, Landlord's equity partner, or any other third party requiring such information from Landlord.

17.- INTENTIONALLY OMITTED.

– RULES AND REGULATIONS. Subject to the last sentence of this Section 37, Tenant agrees to fully comply with all rules and regulations for the Project in effect as of the Commencement Date ("Rules and Regulations"), a copy of which Rules and Regulations as they exist on the Commencement Date will be attached hereto as Exhibit "F" and by this reference incorporated herein. Landlord shall have the right from time to time to prescribe additional reasonable Rules and Regulations, which in its judgment, may be desirable for the use, entry, operation and management of the Building and the Project, each of which additional Rules and Regulations shall, upon Tenant's receipt of thirty (30) days prior written notice thereof, be deemed incorporated herein and made a part hereof by this reference. The Rules and Regulations shall not be applied in a discriminatory manner to Tenant, nor shall any of the Rules and Regulations be inconsistent with the rights of Tenant under this Lease.

– BROKER. Tenant and Landlord represent and warrant that there are no claims for brokerage commissions or finder's fee in connection with the execution of this Lease, or with any extensions hereof, and each party agrees to be responsible for its own brokerage fees, if any. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

18.- INTENTIONALLY OMITTED.

19.- INTENTIONALLY OMITTED.

– CONSTRUCTION OF LANGUAGE. The terms "Lease," "Lease Agreement" or "Agreement" shall be inclusive of each other, and shall include renewals, extensions or modifications of this Lease. The Section headings and titles are for convenience only and shall have no effect upon the construction or interpretation of any part of this Lease.

This Lease has been prepared, reviewed and revised mutually by Landlord and Tenant and their respective professional advisors. Landlord, Tenant and their separate advisors believe that this Lease is the product of their joint efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Landlord or Tenant or against either Landlord or Tenant merely because of their efforts in its preparation.

– LIABILITY OF LANDLORD. Except for the willful misconduct or criminal acts of Landlord, Tenant shall look solely to (i) the estate and property of the Landlord in the Project, (ii) the rents and other income (including, without limitation, insurance proceeds payable to Landlord) from the Project receivable by Landlord, and (iii) the consideration received by Landlord from the sale of all or any part of the Project, for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by Landlord in the event of any default by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord, and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies and rights under this Lease. The provisions of this Section 42 are not designed to relieve Landlord from the performance of any of its obligations hereunder, but rather to limit Landlord's liability in the case of a recovery of a money judgment against Landlord. The foregoing limitation shall not apply to or limit any injunctive or other equitable declaratory or other forms of relief to which Tenant may be entitled. The word "Landlord" as used in this Lease shall mean only the owner from time to time of Landlord's interest in this Lease. In the event of any assignment of Landlord's interest in this Lease to a Permitted Assignee or to any other third party, the assignor (and all prior assignor landlords) shall no longer be liable for, and shall be deemed to be released from, the performance or observation of any agreements or conditions on the part of Landlord to be performed or observed subsequent to the effective date of such assignment provided the assignee specifically assumes all such obligations.

– GOVERNING LAW. This Lease shall be construed and interpreted according to the laws of the State of Florida and exclusive venue with respect to any litigation shall be in Orange County, Florida.

– TIME OF ESSENCE. Subject to Section 53, time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

– ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated to be paid shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. No acceptance of any Rent by Landlord shall constitute a waiver by Landlord of any prior or subsequent default of Tenant, notwithstanding any knowledge of such default by Landlord at the time of receipt of such Rent.

– ENTIRE AGREEMENT. This Lease and exhibits attached hereto and forming a part hereof as if fully set forth herein, constitute all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, the Building and the Project and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth, except the Project Agreement and Management Agreement. Neither Landlord nor Landlord's agents have made nor shall be bound to any representations with respect to the Premises, the Building or the Project except as herein expressly set forth, and all representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

– SEVERABILITY. If one or more of the provisions of this Lease shall, for any reason, be held to be unenforceable in any respect, such enforceability shall not affect any other provision of this Lease.

– INTEREST ON PAST DUE OBLIGATIONS. In addition to any and all other amounts which may be due as provided in this Lease, any amount due from either party to the other party hereunder that is not paid within five (5) days after the due date expressly provided herein (or if no date is specified, then within thirty (30) days of written demand) shall thereafter bear interest at the Stipulated Rate from the date due until paid.

– ENVIRONMENTAL. As used herein, "Environmental Law" shall mean any current or future legal requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal or Release (as hereinafter defined) of Hazardous Substances, (e) pollution (including any Release to air, land, surface water, and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., Hazardous Materials Transportation Act, 49 USC App. 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq., Oil Pollution Act of 1990, 33 USC 2701 et seq. Emergency Planning and Community Right-to-Know Act of 1986, 42 USC 11001 et seq., National Environmental Policy Act of 1969, 42 USC 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 USC 300(f) et seq., any similar implementing or successor law, any similar State law or regulation, and any amendment, rule, regulation, order, or directive issued thereunder.

As used herein, "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Substances.

Tenant acknowledges that Tenant has been provided a copy of that certain Limited Site Investigation report dated January 26, 2017 prepared by Terracon Consultants, Inc., under Project No. H1167624A (the "Report"), and that the Report confirms there are certain Hazardous Substances present on the Building Land that will require Landlord to undertake a soil management plan in connection with the proposed redevelopment of the Building Land. Landlord will obtain a soil management plan from its licensed consultants, and will undertake to follow the recommendations of that plan, such that to Landlord's knowledge the redeveloped Building Land and the Project (i) will comply with applicable Environmental Laws in effect at the time of such redevelopment, and (ii) will permit Tenant's occupancy of the Premises and Building for the Use.

Tenant shall not, and except for Landlord Tenant shall not allow others to, dig, grow gardens or otherwise have contact with the soil under or outside of the Building. Tenant shall not cause or permit any Hazardous Substances to be used, stored, generated or disposed of on or in the Premises or any portion of the Project by Tenant, Tenant's employees, agents, assignees, sublessees, concessionaires, licensees, contractors, subcontractors, guests or invitees. Subject to limitations, if any, of 768.28 FL Statutes, Tenant shall be responsible for any and all damages from causing or permitting Hazardous Substances on the Premises or any portion of the Project. If Tenant causes or permits the presence of any Hazardous Substances on the Premises or any portion of the Project and such results in contamination, Tenant shall promptly, notify Landlord and then at Landlord's option, (i) Tenant shall at Tenant's sole expense, take any and all necessary actions approved by Landlord to return the Premises or the Project to the condition existing prior to the presence of any such Hazardous Substances on the Premises or the Project, or (ii) pay Landlord to take any and all necessary actions to return the Premises or the Project to the condition existing prior to the presence of any Hazardous Substance. Tenant shall undertake no testing for Hazardous Substances on the Premises or the Project or take any remedial actions without in each instance obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Landlord shall have access to the Premises in order to investigate and test with respect to any suspected release of Hazardous Substances in contravention of this subparagraph, and to access the Premises as needed for any remedial action deemed necessary by Landlord.

Except to the extent that any of the following described circumstances arises from a failure of Tenant to comply with the immediately preceding paragraph, Landlord shall protect, indemnify, save, defend, and hold harmless Tenant from and against any and all liability, loss, damage, actions, causes of action, costs or expenses whatsoever (including reasonable attorneys' fees and expenses) and any and all claims, suits and judgments which Tenant may suffer, as a result of or with respect to: (a) any environmental claim relating to or arising from the Project; (b) the violation of any Environmental Law in connection with the Project; (c) any release, spill, or the presence of any Hazardous Materials affecting the Project; and (d) the presence at, in, on or under, or the release, escape, seepage, leakage, discharge or migration at or from, the Project of any Hazardous Materials, whether or not such condition was known or unknown to Landlord. This indemnity shall survive the expiration or termination of this Lease.

– RADON DISCLOSURE. In accordance with the requirements of Florida Statutes Section 404.056(8), the following notice is hereby given to Tenant: "RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT."

– OFAC COMPLIANCE. Tenant and Landlord (each, a "Representing Party") each represents and warrants to the other that (a) neither the Representing Party nor any person or entity that directly owns a twenty five percent (25%) or greater equity interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (b) the Representing Party's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act") (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools

Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act"), and (c) throughout the Term of this Lease the Representing Party shall comply with the Executive Order, the Money Laundering Act, and the Patriot Act.

20.- INTENTIONALLY OMITTED.

– EXCUSE OF PERFORMANCE. If either party to this Lease, as the result of any (i) strikes, lockouts or labor disputes, (ii) inability to obtain labor or materials or reasonable substitutes therefor, (iii) acts of nature (including, without limitation, lightning, earthquake, hurricane, tornado, and flood), or any governmental action, condemnation, civil commotion, war, terrorism, fire or other casualty, or (iv) other conditions similar to those enumerated in this Section (other than inability to pay monies due under this Lease) beyond the reasonable control of the party obligated to perform, fails punctually to perform any non-monetary obligation on its part to be performed under this Lease, then such failure shall be excused and not be a breach of this Lease by the party in question, but only to the extent occasioned by such event and only if the excused party gives notice of such circumstance to the other party within ten (10) days after the commencement of the delaying occurrence. If any right or option of either party to take any action under or with respect to this Lease is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time and such named date shall be deemed to be extended or delayed, as the case may be, for a period equal to the period of the delay occasioned by any event described above.

– TENANT'S REPRESENTATIONS. Tenant, in order to induce Landlord to enter into this Lease, hereby represents that, as of the date of this Lease:

A. Tenant has full power and authority to conduct its business as presently conducted and to enter into this Lease. That this Lease has been duly authorized, executed and delivered by Tenant and constitutes and legal and binding obligation of Tenant.

B. The execution, delivery and performance of this Lease will not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture, mortgage, bank loan, credit agreement, deed of trust, instrument, document, agreement or contract of any kind or nature to which Tenant is a party or by which Tenant may be bound.

C. To the best of Tenant's knowledge, no litigation or proceedings (or threatened litigation or proceeding or basis therefor) exists which could materially and adversely affect the ability of Tenant to perform its obligations under this Lease or which would constitute a default on the part of Tenant under this Lease, or which would constitute such a default with the giving of notice or lapse of time, or both.

– NO JOINT VENTURE. The parties intend by this Lease to establish the relationship of Landlord and Tenant only, and do not intend to create a partnership, joint venture, joint enterprise or any business relationship other than that of Landlord and Tenant.

– COVENANTS OF TENANT. Tenant hereby agrees and covenants to Landlord that, at all times during the Term of this Lease:

D. Tenant, at its expense, agrees to comply with all "Governmental Requirements" (as hereinafter defined) regarding Tenant's permitted Use of the Premises or regarding the Tenant's Work or subsequent Alterations to the Premises made by Tenant. The term "Governmental Authority" shall mean any federal, state, county, municipal, or other governmental, governmental department, commission, board, bureau, court, agency, or instrumentality having jurisdiction or authority over Landlord, Tenant and/or all or any part of the Project. The term "Governmental Requirement" shall mean any law, statute, code, rule, regulation, ordinance, order, authorization, registration, or other direction or requirement of any Governmental Authority which is now or in the future applicable to the Project or any part thereof.

E. Tenant is and will be licensed to conduct the Use contemplated and carried on in the Premises and Tenant agrees to maintain at all times, at its sole cost and expense, all requisite permits and/or licenses in connection therewith (including but not limited to alcoholic beverage permits).

F. Tenant shall not bring or keep, or permit to be brought or kept, any inflammable, combustible, or explosive fluid, material, chemical, or substance in or about the Premises. Neither Tenant nor its agents, employees, contractors, subtenants, assignees and invitees will use the Premises, or any portion thereof, in a manner which causes any Hazardous Substances to be released, and will not release (as hereinafter defined) any Hazardous Substances, in, on, beneath, at or about the Premises, or any portion thereof, including, without limitation, into the atmosphere, soil or groundwater thereof. If Tenant or its agents, employees, contractors, subtenants, assignees or invitees or any other person or entity during the Term of this Lease causes or permits the spilling, leaking, pumping, pouring, emitting, discharging, injection, escaping, leaching, dumping, or disposing in, on, beneath, at or about the Premises, including, without limitation, into the interior spaces, building materials, equipment, atmosphere, soil, parking lots or groundwater thereof (each such event or occurrence being a "release") of any Hazardous Substances, Tenant, upon knowledge thereof, shall immediately notify Landlord in writing of such release and immediately commence, diligently conduct and complete the investigation, assessment, clean-up and remediation of each such release of Hazardous Substances, and take all such other action, as may be necessary or required by the Governmental Requirement, all at Tenant's sole cost and expense.

G. Tenant shall not pour or otherwise dispose of any chemical, chemical waste, chemical by-products, or other such material, through the drainage (plumbing) system of the Premises other than customary cleaning fluids. This representation by Tenant is a material inducement to Landlord to enter into this Lease, and without such inducement, Tenant acknowledges that Landlord would not have entered into this Lease agreement. Accordingly, Tenant's breach of this agreement shall be deemed a material default under this Lease, entitling Landlord to exercise any and all of its rights for Tenant's default.

– SUCCESSORS AND ASSIGNS. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, successors and permitted assigns.

21.– COMMUNICATIONS AND DATA SERVICES.

A. Tenant shall, at Tenant's sole cost and expense, be solely responsible for securing such communications, telephone and other electronic communications service to the Premises as Tenant may require for its use and occupancy thereof, and Landlord shall have no obligations or liability whatsoever to Tenant with respect to the provision of such services to the Premises. None of Landlord's approval of, or requirements concerning, any communications work, lines, equipment, plans, specifications or drawings or any equipment related thereto, Tenant's communications provider or Tenant's and/or Tenant's communications provider's contractors, subcontractors, or Landlord's future designation of a preferred communications provider for the Building (if any), shall be deemed a warranty as to the adequacy, suitability, competence or financial strength thereof, and Landlord hereby disclaims any responsibility or liability for the same. Further, Tenant hereby acknowledges that Landlord shall have no obligation or liability and hereby waives any claim against Landlord for any damages or problems in the event that Tenant's communications services, lines or equipment are in any way inadequate, do not satisfy Tenant's requirements, are interrupted, curtailed, discontinued, disconnected, terminated, damaged or otherwise interfered with, or fail, except to the extent caused by the gross negligence or willful misconduct of Landlord, its employees or agents. Tenant's communications provider(s) shall be subject to Landlord's approval, which shall not be unreasonably withheld or delayed.

B. Any telegraphic, telephone or data lines installed in the Premises and/or the Building by or for Tenant shall be appropriately tagged with Tenant's name and the name of the provider, and all of such wiring shall be removed by Tenant, at Tenant's expense, upon the expiration or termination of this Lease, unless otherwise directed by Landlord.

– COUNTERPART EXECUTION. This Lease may be executed and delivered in counterparts for the convenience of the parties by facsimile or e-mail, all of which taken together shall constitute one and the same instrument. If requested, the parties agree to follow-up counterpart execution with signature pages signed by both parties.

– **WAIVER OF JURY TRIAL.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER.

– **LEASE TERMINATION FOR FAILURE OF CONTINGENCIES.** Landlord's and Tenant's obligations under this Lease are contingent upon Landlord (or any successor Landlord to whom this Lease is assigned as contemplated herein) acquiring good, marketable and insurable title to the Building Land. If the Project Agreement is terminated prior to Substantial Commencement, as defined therein, then this Lease shall automatically terminate without any further liability on the part of Landlord or Tenant.

– **MEMORANDUM OF LEASE.** Neither Landlord nor Tenant shall record this Lease. However, Landlord and Tenant shall promptly, upon the request of the other, enter into a short form memorandum of this Lease, in form suitable for recording under the laws of Florida. The requesting party shall pay all costs and expenses of recording such memorandum.

– **ANNUAL APPROPRIATIONS.** Tenant's performance and obligation to pay Rent hereunder is contingent upon an annual appropriation by the Florida state legislature.

[signatures appear on next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused the same to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

USTLER DEVELOPMENT, INC.,
a Florida corporation

By: _____
Print Name: _____
Its: _____

DEVELOPMENT VENTURES GROUP, INC.
a Delaware corporation

By: _____
Print Name: _____
Its: _____

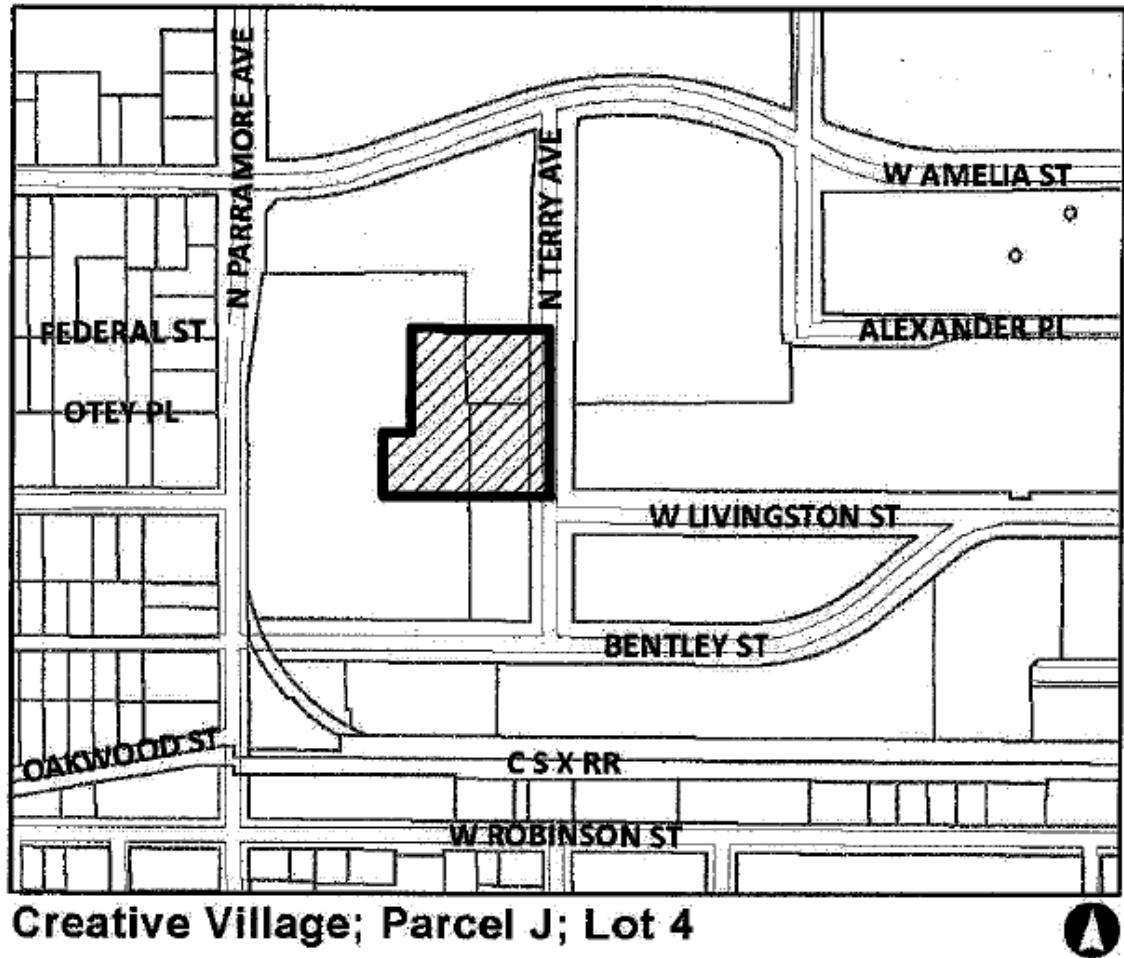
TENANT:

UNIVERSITY OF CENTRAL FLORIDA BOARD OF
TRUSTEES,

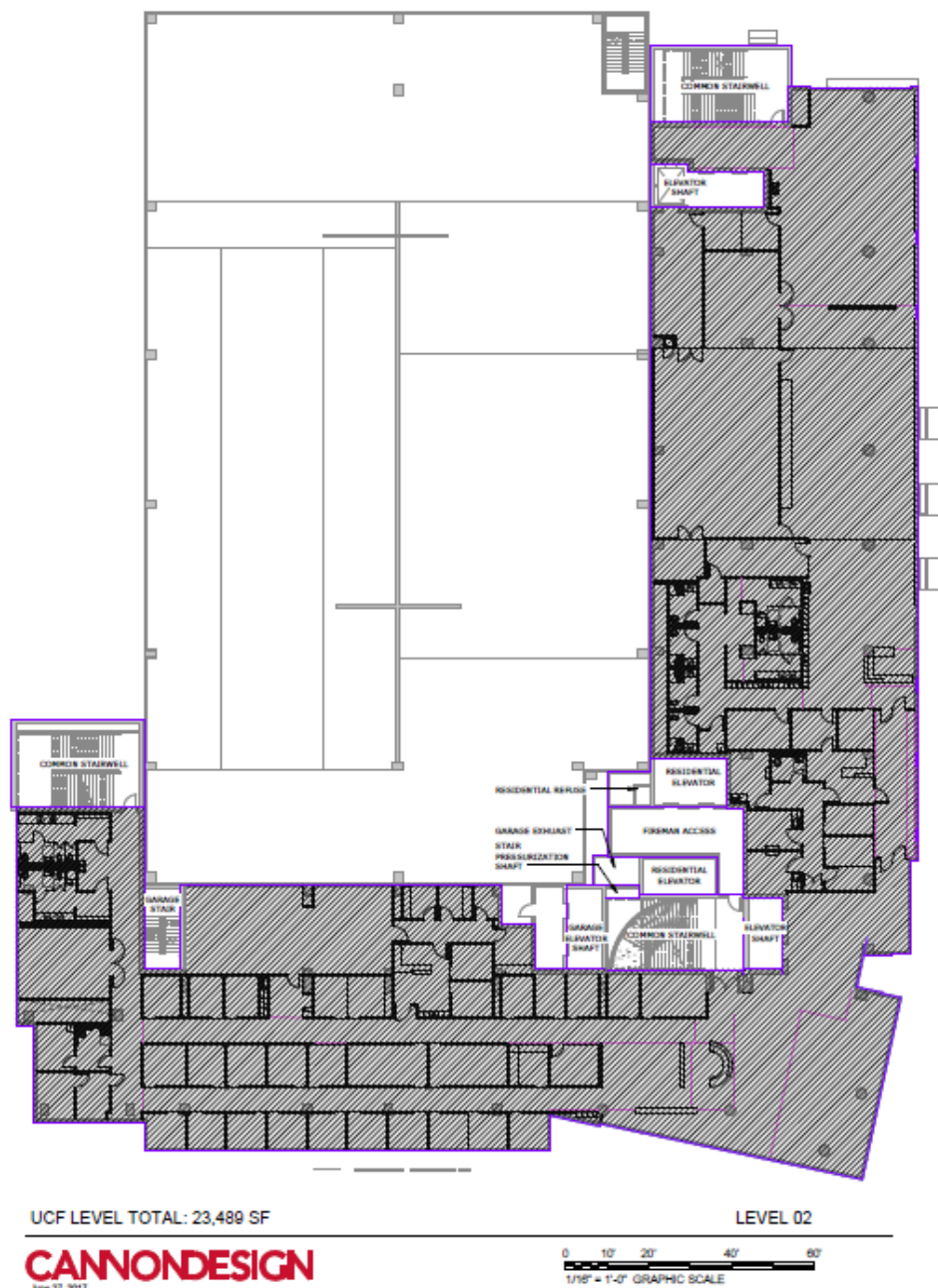
By: _____
Print Name: _____
Its: _____

EXHIBIT "A"

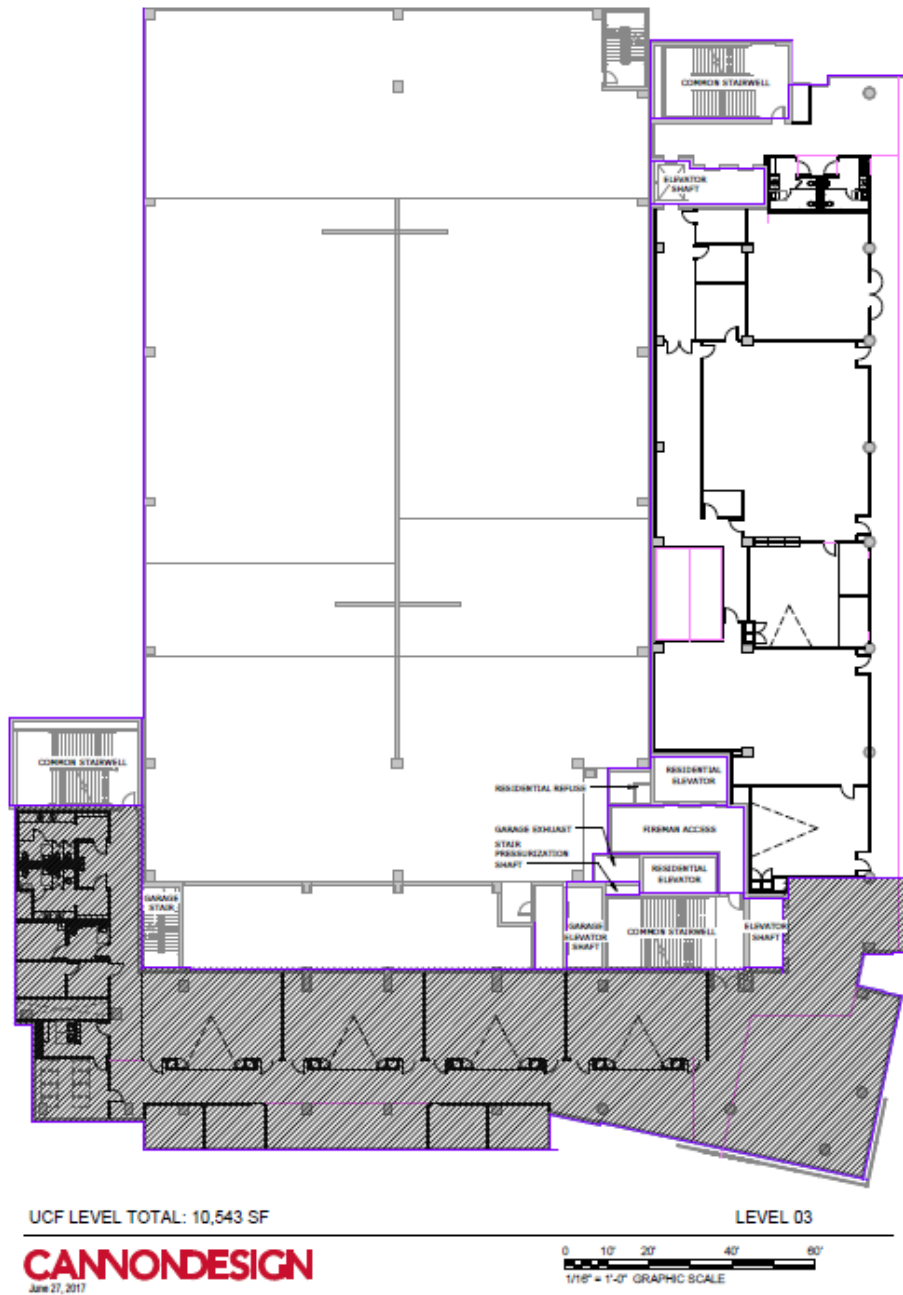
BUILDING LAND LEGAL DESCRIPTION



A-1



B-2



B-3

0012251\173000\3175728v15

EXHIBIT "C"

EXCLUSIONS TO OPERATING EXPENSES

Notwithstanding anything to the contrary contained in the Lease in the definition of "Operating Expenses," Operating Expenses shall not include, and the Landlord and Tenant have agreed with respect to certain of such excluded expenses as follows:

- (a) all capital expenditures, determined by reference to GAAP, and rentals for any item which, if the same had been purchased, would have constituted a capital expenditure, except as otherwise expressly set forth in the Lease;
- (b) all costs and expenses of leasing space in the Building, including advertising, promotion, other marketing, brokerage commissions, legal fees, tenant finish allowances, and all costs and expenses of any demolition in, painting, carpeting, or refurbishing of, or alterations or improvements to, any leasable space made for any tenant or occupant or to enhance the marketability thereof or prepare the same for leasing;
- (c) electricity and other utilities furnished to the student housing component or any other separately leased tenant spaces in the Building;
- (d) all costs and expenses arising from repairs or reconstruction due to fire or other casualty to the extent reimbursed by insurance proceeds (provided that deductibles are includible in Operating Expenses subject to the requirements of the Lease regarding deductibles);
- (e) any taxes and any related interest or penalties, other than sales taxes on amounts otherwise on services provided as part of Operating Expenses; ground lease rents; depreciation, amortization and debt service and other financing expenses;
- (f) Taxes; provided however that notwithstanding such exclusion and anything else to the contrary in this Lease, in the unanticipated event that the exemption for Taxes assumed in Section 7 is not achieved or maintained throughout the Term, with respect to the actual amount of Taxes, if any, that may accrue during the Term and become due and payable and specifically attributable to the Premises and the Use thereof, Landlord and Tenant have agreed to share responsibility for payment as follows: (1) for the initial ten (10) years of the Term (i) Landlord and Tenant will share responsibility with a two-thirds / one-thirds split (67% being the responsibility of Landlord and 33% being the responsibility of Tenant) for the payment of the actual amount of such Taxes up to a total amount of such Taxes equal to \$100,000.00, and (ii) Landlord will have full responsibility for payment of such Taxes exceeding \$100,000.00; and (2) after the initial ten (10) years of the Term, (i) Landlord and Tenant will share responsibility 50/50 for the payment of the actual amount of such Taxes equal to \$100,000.00, and (ii) Landlord will have full responsibility for payment of such Taxes exceeding \$100,000.00. Tenant shall pay to Landlord its share, if any, of such Taxes within thirty (30) days after Landlord's request for payment accompanied by a copy of the tax bill and a calculation of and support for Landlord's determination of Tenant's share. Any of such Taxes accruing during a partial calendar year at the beginning or the end of the Term shall be prorated.
- (g) all labor costs for personnel above the grade of building manager; all labor costs allocable to any part of an employee's time during which such employee is not engaged at the Building in the operation and maintenance thereof;
- (h) All costs and expenses associated with the construction, repair, and/or maintenance of the Parking Garage, other than costs and expenses allocable to portions and components of the Parking Garage serving the Building such as dumpsters, chillers, emergency generator, etc.

EXHIBIT “D”

WORK LETTER

UCF Education and Education Support Services Space

The “Common Area Improvements,” “Parking Garage Improvements” and “Landlord’s Work” (defined below) are provided by Landlord. The “Tenant’s Work” (defined below), or any portion thereof, are purchased with the “Finish Allowance” (defined below), except that any costs for Tenant’s Work exceeding the Finish Allowance shall be paid by Tenant either through reimbursement to Landlord or by payment directly to the contractor, as described below. Together and collectively, the Common Area Improvements, Parking Garage Improvements, Landlord’s Work and applicable Tenant’s Work comprise the scope of work associated with design and buildout of the Premises.

Landlord shall construct the Project and the Premises in a good and workmanlike manner pursuant to this Work Letter and the Plans and Specifications for the Project prepared by Baker Barrios Architects (the “Plans and Specifications”).

1. Common Area Improvements and Parking Garage:

Landlord, at its expense, shall make all necessary improvements to (i) the interior and exterior common areas that are outside of the demised Premises including, but not limited to, elevators, stairs, corridors, sidewalks, service areas, landscaping, required off-site improvements and streetscaping in finished condition, and (ii) the Parking Garage, substantially in accordance with the Plans and Specifications (the “Common Area Improvements” and the “Parking Garage Improvements” respectfully). The Building, Common Area Improvements, Parking Garage Improvements and Premises will be designed and constructed in accordance with current building codes enforced by the City of Orlando and built to the quality, specifications and materials generally depicted in the renderings, floor plans and other illustrative materials provided to Tenant and shall be refined and revised over time to ultimately be reflected in the final Plans and Specifications.

(a) Parking Spaces:

The Project includes the Parking Garage which may be used by Tenant and its students, faculty, employees, tenants, guests and invitees. The Parking Garage use shall be subject to commercially reasonable and industry-standard rules and regulations as established by Landlord or the Landlord’s property manager. Parking in the Parking Garage will be subject to hourly, daily or monthly fees and/or charges established by Landlord.

The Parking Garage will contain approximately six hundred twenty five (625) spaces. Up to three hundred (300) of the parking spaces may be reserved and designated for exclusive use by the student housing residents. Additionally, up to one hundred (100) of the parking spaces may be reserved and assigned for exclusive use as designated by Landlord. The use of the balance of parking spaces will be on a first-come, first-serve, unreserved and unassigned basis. The numbers herein are only estimates and allocations and are subject to revision based on the final Plans and Specifications as well as commercially reasonable discretion of the Landlord.

The Landlord or its property manager shall administer the use of the Parking Garage and parking areas pursuant to the rules and regulations, as amended from time to time. Landlord or its property manager may assign or designate parking spaces in the Parking Garage for particular uses or purposes, except that the Landlord may not materially adversely affect Tenant’s ability to use the Parking Garage as specified herein.

2. **Landlord Standard Items:**

Landlord, at its expense, shall make the following improvements to the Building shell pursuant to the Plans and Specifications to facilitate construction and buildout of the Premises (the "Landlord's Work"):

- (a) **Ceiling System.** No ceiling system is provided by Landlord.
- (b) **Interior Surface of Exterior Walls.** Exterior walls shall be insulated as required by code with no drywall and code minimum electrical service. The City of Orlando may require drywall on exterior fire-rated walls to receive a certificate of completion for the shell Building.
- (c) **Sprinklers.** Upright heads in a standard distribution pattern installed per NFPA code. Any relocation or additions of sprinkler heads shall be at Tenant's cost.
- (d) **Heating, Ventilation and Air Conditioning.** HVAC system will consist of air handling units sized at one (1) ton for every three hundred fifty (350) square feet of occupied space. Supply air will be ducted from the air handling units to the main distribution ducts (i.e., main trunk line) and VAV boxes will provide cooling, dehumidification, ventilation and electric heating during Normal Business Hours. Floors will be divided into zones, each served by a variable air volume (VAV) unit and controlled by individual thermostats. VAV units to be set approximately one per 1,500 square feet of occupied space. Heating will be supplied by utilizing boxes with electric heating elements located in exterior zones. Fire dampers are included as part of the shell Building package at the corridor wall(s) only.
- (e) **Electrical.** One main panel will be located in the electrical room on each building floor. Any conduit or connection from the main panel to Tenant's sub-panel(s) is a Tenant expense. Building standard electrical design allows for the Premises to have up to 13.75 watts per square foot of occupied space.

Electrical distribution will be provided to the main panel boxes in the electrical closet on each floor. The electrical system shall be sized for a connected load of 5 watts per usable square foot exclusive of lighting and HVAC. An emergency generator will be provided to operate emergency life safety systems.

- (f) **Telephone and Data Distribution.** Telephone service will be brought to Building's main telephone room. The Building will include necessary conduit/sleeves to distribute data and telephone cables between floors. Fiber optic cable (if available), will be provided to the Building and will have a redundant feed if required by Tenant.
- (g) **Life Safety.** Building standard exit lighting, emergency lighting, and fire and safety equipment required by applicable codes to be placed in exit corridors and as required to identify means of egress shall be furnished by Landlord. Throughout the Building, including any common corridors and stairwells, a life safety system will be installed in accordance with the more stringent of applicable national, state and local codes or the Americans with Disabilities Act regulations. It shall consist of sprinklers, smoke detectors, internal fire alarm and annunciator system, elevator recall, emergency lighting, self-illuminating exit signs, fire hoses, stairwell pressurization and extinguishers as required by applicable codes. The sprinkler system will have an approved water flow alarm connection and tamper-proof detection device, connected to a central station or direct to the fire/police departments. It will include all distribution of mains, laterals, uprights and upright heads.
- (h) **Demising Walls.** None provided by Landlord.
- (i) **Restrooms.** Building standard restrooms for professional office use, load and occupancy shall be built out by Landlord. Restroom facilities will be based on the latest edition of the Standard

Plumbing Code. In accordance with the Americans with Disabilities Act, handicapped, accessible water closets will be provided for both men and women, as required by applicable laws or building codes. Restrooms will be built out according to the quality and specifications described in the Plans and Specifications. The following fixtures and restroom facilities will be provided by Landlord and are reflective of standard and typical professional office occupancy: fixture counts per floor – 4 male water closets, 4 female water closets, 3 male lavatories, 3 female lavatories, 3 water fountains and 1 janitor sink.

- (j) **Elevators.** Building standard elevators for professional office use, load and occupancy shall be built out by Landlord. Elevators will be provided at the approximate ratio of 1 elevator per 55,000 square feet of occupied space. Elevator cabs will be equipped with an emergency communications/alarm system, including a bell annunciator, connected to the building security guard station or a central alarm system. The elevator controls will conform with all ADA requirements. Elevators specifically serving the education space are the responsibility of the education tenants.
- (k) **Lobbies.** Common Area lobbies will be built out to a quality and finish depicted in the Plans and Specifications. The elevator lobbies or other internal lobbies on the education lease floors are the responsibility of the education tenants.
- (l) **Building Shell.** The base Building shell will include exterior perimeter walls, stairwells and all building columns/structural elements. The interior base Building core will include electrical, telephone, and mechanical closets, stairways and elevator shaft enclosures per applicable codes and as shown on the Plans and Specifications. A loading dock will be provided with adequate tractor/van clearance and delivery area.
- (m) **Security.** An electronically controlled access security system will be installed within the Building. This system will control main Building systems to ensure adequate and industry-standard security. The system will be configured for a multitude of authorized access levels. Such system may not specifically meet the standards of the education tenants, and it does not specifically serve the Premises or the interior of Tenant's space.
- (n) **Plumbing.** Base Building plumbing system will be provided per the Plans and Specifications. Landlord will reasonably coordinate and facilitate rough-in of plumbing for Tenant's kitchen(s), restrooms or other facilities per Tenant's approved plans.
- (o) **Roof.** Complete roof system pursuant to Plans and Specifications.
- (p) **Floor.** On upper floors, an exposed concrete floor slab will be provided in a condition ready to accept Tenant floor coverings or treatment. The floor will be 5 inch minimum thickness, normal weight concrete with a minimum compressive strength of 4000 psi. Design live loads shall be per the Plans and Specifications. On the ground floor, no concrete floor will be provided and the space shall be delivered in unfinished condition with exposed dirt floor.
- (q) **Exterior Walls.** Per Plans and Specifications. Ground floor storefront shall be insulated, clear glass. Any revisions or modifications by Tenant must match the base Building design and specifications.
- (r) **Impact Fees.** Unless otherwise specified in the Lease, Landlord shall be responsible for base Building impact fees for general office use. Tenant is responsible for any impact fees associated with its particular use and occupancy that are over and above the general office use impact fees paid by Landlord.

3. Tenant Standard Items:

In addition to the Common Area Improvements and Parking Garage Improvements set forth in Paragraph 1.1 and the Landlord's Work in Paragraph 1.2 above, Landlord shall provide Tenant with an allowance of Thirty

D-3

and 00/100 Dollars (\$30.00) per useable square foot of the Premises (the "Finish Allowance") to be applied toward the following Tenant standard items and improvements to the Premises ("Tenant's Work"). Tenant is responsible for any and all costs exceeding the Finish Allowance. The entire Finish Allowance based on Tenant's total applicable square footage shall be available to Tenant regardless of whether or not Tenant intends to occupy or buildout all of the Premises as of the Commencement Date. The square footage calculation for the Finish Allowance shall be based on the actual square footage to be used and occupied by Tenant. On an education tenant floor, where the entire floor is being leased by education tenants, the square footage calculation is the entire floor area, less vertical penetrations, and there are no common areas (hallways, lobbies, restrooms and similar facilities) constructed by Landlord. On a multi-tenant floor (if any) where only a portion of the floor is being leased by Tenant, the square footage calculation is the useable area within the occupied space, which excludes common areas (hallways, lobbies, restrooms and similar facilities) as such common areas are controlled by Landlord. Landlord's architect shall provide adequate documentation to Tenant and Landlord showing the useable square footage of the Premises and the size of the Premises. Tenant and Landlord shall further memorialize the Landlord's Work, Tenant's Work and Finish Allowance in accordance with this Work Letter and as required by ongoing refinement of the Plans and Specifications, as well as Tenant's plans. Prior to Tenant's occupancy of the Premises, Landlord's architect or other duly qualified professional shall provide adequate documentation evidencing the final size, rentable area and useable square footage of the Premises.

- (a) **Architectural Services/Construction Drawings and Contractor.** Drawings, plans and specifications for the interior buildout of the Premises will be prepared by Baker Barrios Architects in consultation with Cannon Design, and said drawings and specifications shall be submitted to Landlord and Tenant for approval. Notification of Landlord or Tenant approval shall be provided within ten (10) business days, said approval not to be unreasonably withheld, conditioned or delayed. Failure by either party to deliver such approval, or details as to revisions required for such approval, within ten (10) business days shall be deemed approval by such party. Landlord and Tenant shall both use their best efforts to obtain a building permit and certificate of occupancy for the Premises in a timely and professional manner. The construction and interior build out work for the Premises will be performed by Batson-Cook Construction in cooperation with Tenant's construction manager, if any, subject to Landlord approval. Notwithstanding, all Tenant design and buildout work is subject to approval by Landlord and Tenant and shall conform to all applicable building codes.
- (b) **Interior Partitions.** Building standard partitions to ceiling, consisting of 5/8" sheetrock on both sides of 3-5/8" metal studs taped, floated and painted.
- (c) **Suite Entry Door and Hardware.** Full height doors (8' or 9' TBD), including wood veneer or metal door with painted metal frame and closer. Hardware is a heavy duty lever style lock consistent with Building standard finish.
- (d) **Interior Doors and Hardware.** Full height doors (7' or 8' TBD), including wood veneer doors with painted metal frame, or as otherwise approved by Landlord.
- (e) **Painting.** Per Tenant's design, as approved by Landlord.
- (f) **Light Fixtures.** Per Tenant's design. Building standard lighting to be provided, or otherwise approved by Landlord.
- (g) **Light Switches.** Per Tenant's design, as approved by Landlord.
- (h) **Electrical.** Duplex electrical wall outlets 20A, 120V circuited in accordance with National Electrical Code. Any conduit or connection from the main panel to Premises space and/or sub-panel(s) is the responsibility of the Tenant. Any increased electrical loads or upgrades as compared to the Landlord's Work are the responsibility of the Tenant.

- (i) **Telephone/Data Outlets.** Necessary base Building service for telephone, internet, cabling, cable TV, computer networking, broadband and similar service will be provided to the main telephone terminal board or electrical panel on each floor per the Plans and Specifications. This is commonly referred to as “main stub out”. Tenant is responsible for installation and/or connection from main terminal board or electrical panel to the Premises.
- (j) **Floor Covering.** Per Tenant’s design, as approved by Landlord. Adequate insulation and soundproofing is required.
- (k) **Ceiling System.** Ceiling system consisting of a suspended painted aluminum grid (4' x 4' main grid) suitable for 2' x 2' textured, reveal edge, acoustical ceiling tiles and cross tees, or as otherwise approved by Landlord.
- (l) **Mechanical and HVAC System.** Interior zone diffusers furnished and installed per Building standard partition design. Thermostats installed and system adjusted as required. Fire dampers in demising partitions as required for Building standard design. Tenant is responsible for low-pressure ductwork and air distribution/circulation devices. Any increased mechanical or HVAC system loads or upgrades as compared to the Landlord’s Work are the responsibility of the Tenant.
- (m) **Restrooms.** Any additional work or upgrades to the restrooms and fixture count as compared to the Landlord’s Work are the responsibility of the Tenant.
- (n) **Elevators.** Any additional elevators as well as any work or upgrades to the base Building elevators as compared to the Landlord’s Work are the responsibility of the Tenant.
- (o) **Signage.** Per Tenant’s design, as approved by Landlord.
- (p) **Exterior Window Coverings.** All exterior window coverings, if required by Landlord, will be Building standard window blinds, which are to be one inch (1”) horizontal mini-blinds with a clear anodized aluminum finish, or other such window coverings as approved by Landlord.
- (q) **Life Safety and Sprinklers.** Any modifications due to Tenant’s design (such as moving, lowering or adjusting sprinkler heads) is a Tenant expense. All modifications or revisions to life safety items and/or sprinklers shall be designed or approved by the base Building engineer.
- (r) **Other Work.** All other Tenant work (and associated hard costs and soft costs) as depicted on the Tenant’s drawings, plans and specifications approved by Landlord are the responsibility of Tenant.
- (s) **Tenant Buildout Budget and Schedule.** As part of the Tenant’s drawings, plans and specifications for the Premises, Tenant shall provide a buildout budget showing total costs; line item breakdown of hard costs and soft costs; and application of the Finish Allowance specified herein. A detailed project schedule shall also be provided.
- (t) **Utilities.** As part of the base Building design, Landlord shall separate all utilities serving the Premises. There will be individual service meters for utilities for the Premises, including electric and natural gas, and Tenant is responsible for setting and installing its own meters. Sanitary sewer, domestic water and natural gas service connections shall be provided by Landlord per the Plans and Specifications. Any upgrades or changes are a Tenant cost. Tenant is responsible for any deposits or fees customarily charged for service activation and any fees specifically related to Tenant’s use.

Building standard items shall be determined by Landlord and Landlord’s architect, subject to the applicable terms and provisions of this Lease. It is understood and agreed that Building standards:

- (i) may vary in accordance with normal manufacturer variations in color and finish quality; or

- (ii) may not be available from the manufacturer at the time the Building or the Premises are under construction. In the event items identified as Building standard are not available for any reason, Tenant agrees to accept substitute or alternative materials from a different manufacturer of equal quality and value.

4. Revisions to Drawings and Specifications:

If Tenant desires to make revisions to Tenant's approved drawings, plans, and specifications for the Premises, any such revisions are subject to Landlord's written approval, which shall not be unreasonably withheld, conditioned or delayed. Further, no revisions or modifications affecting base Building systems or structural elements of the Building are permitted without Landlord's written approval. Once any revisions have been approved in writing by Landlord, and any cost impacts are reconciled, work may proceed in accordance with the drawings and specifications, as revised. Landlord, at its option, can require Tenant to pay in lump sum to Landlord any and all increases in cost which result from the approved revisions.

Landlord reserves the absolute right to make minor architectural, structural, or design modifications or changes in the Building and to the Plans and Specifications as it deems necessary or desirable, and Tenant will not object to such changes as long as the modifications and changes do not materially or adversely affect the Premises or its access or alter the overall rentable area of the Premises by more than two percent (2%). Any consent which is required to be obtained from Tenant shall not be unreasonably withheld, conditioned or delayed and Tenant will promptly work with Landlord to make any applicable changes to the Premises required by any entity or governmental authority with approval power over the Building or required due to any necessary structural, engineering or construction change for the Building.

5. Construction Completion Date:

The "Completion Date" for the Premises is targeted to be May 31, 2019, subject to (i) Force Majeure as defined in Paragraph 1.8 of this Work Letter, (ii) the Project Agreement, and (iii) mutual approval by Tenant and Landlord. This Lease assumes that all parties will be completing their work in accordance with this Work Letter and delivering the Premises in a specified condition acceptable to Tenant pursuant to Paragraph 1.7 of this Work Letter.

Landlord will professionally and diligently construct the Building per the Plans and Specifications. Landlord or Tenant, as applicable, will professionally and diligently build out the interior of the Premises. Landlord will give Tenant a minimum of sixty (60) days written notice prior to Landlord's anticipated Completion Date of the Building shell or the Premises, as applicable per Paragraph 1.7. Landlord shall provide written notice fifteen (15) days in advance of the actual Completion Date, recognizing that this date could vary slightly as compared to the anticipated date provided in the sixty (60)-day notice. Occupancy or possession of the Premises shall not be permitted prior to the Completion Date; however, so called "early occupancy" may be mutually agreed to by Landlord and Tenant to facilitate the Tenant's move-in schedule.

If the Premises have not been completed and made available for Tenant's occupancy and Use on or before the Commencement Date, then Tenant's obligation to pay Rent under the Lease shall be postponed until completion is achieved, unless such delay is caused by Tenant. The postponement of the Commencement Date and Tenant's obligation to pay Rent will constitute Tenant's sole remedy for Landlord's delay in achieving completion of the Building or the Premises by the Completion Date. Any delay caused by Tenant shall not postpone or extend the Commencement Date or Tenant's obligation to pay Rent.

6. Tenant's Additional Work:

All work in or about the Premises which is not provided by the Landlord as specified herein, but necessary for Tenant occupancy, shall be Tenant's responsibility at Tenant's cost and expense. Tenant shall adopt a schedule for performing such additional work consistent with the schedule of Landlord's general contractor and shall see that such work is conducted in such a manner as to not interfere unreasonably with or to delay

the work of constructing the Building. All such additional work and Tenant's use of the Premises shall be performed in accordance with this Lease.

Tenant has elected to have Landlord complete the design and buildout of the interior of the Premises in coordination with Tenant and in accordance with Tenant's approved plans and specifications and per the terms and conditions of this Work Letter. Tenant shall pay for all costs and expenses that exceed the Finish Allowance necessary to obtain the desired finish and build out for the Premises. Tenant is responsible for all furniture, fixtures and equipment.

7. Delivery of Possession:

The Tenant will take possession of the Premises in finished condition. It is the intent and understanding of Landlord and Tenant that finished condition is consistent with so-called "turn key" and "move in ready" condition in accordance with industry-standards and in general accordance with Tenant's approved drawings, plans and specifications, subject to reasonable punchlist items.

Landlord shall be deemed to have delivered possession of the Premises to Tenant on the date on which the Premises have been substantially completed as evidenced by a certificate of occupancy, or similar type document evidencing completion, for finished condition as indicated above. Tenant's acceptance of the Premises is subject only to completion of punchlist items, which are minor in nature and do not interfere with Tenant's use and occupancy of the Premises. Punchlist items shall be only defects in material and/or their installation that are substandard and not reflective of industry-standard. Landlord and Tenant will do a walk through of the Premises no later than three (3) days prior to the Completion Date and document the punchlist items. Landlord, prior to or following Completion Date, shall be required to in good faith and with reasonable diligence correct all punchlist items to Tenant's reasonable satisfaction. Tenant shall not be permitted to delay the Commencement Date due to any punchlist item. Landlord shall furnish to Tenant a certificate of substantial completion from the architect, as reasonably required.

8. Delays in Delivery of Possession:

Landlord's construction and delivery obligations, and the Commencement Date, are subject to impacts or delays caused by "Force Majeure" which include:

- (a) availability and/or shortages of materials;
- (b) strikes;
- (c) labor unrest;
- (d) war, terrorism, riot or insurrection affecting the Building or ability to construct or utilize the Building or Premises;
- (e) vandalism;
- (f) Acts of God;
- (g) rainy weather (that is in excess of the average for the area), casualty or fire damage affecting the Building or ability to construct the Premises;
- (h) named storms as determined by the National Weather Service, and only if directly impacting the Building, or;
- (i) any other cause beyond the Landlord's reasonable control (other than financial).

9. Completion of Work:

When required under this Lease, Landlord and Tenant shall work together to diligently and professionally pursue design and buildout of the Premises and receipt of the certificate of occupancy. Both parties acknowledge that time is of the essence and Tenant's interior buildout is to be completed in accordance with the schedule. Any intentional or purposeful delays on the part of either party or its representatives, agents or contractors to circumvent specific Lease provisions or performance deadlines will be treated as a default hereunder. Each party's architect, general contractor and other consultants shall reasonably and professionally assist the other as necessary.

10. Minimum Information Required for Tenant's Plans:

Tenant will provide the following information, no later than the dates established within the agreed schedule, so that Landlord and Landlord's architect can complete the necessary permit drawings required for construction of Tenant's Premises:

- (a) Architectural floor plans.
- (b) Location and type of all walls and partitions.
- (c) Location and type of all doors. Indicate hardware and provide keying schedule.
- (d) Location and type of glass partitions, windows and doors – indicate framing type.
- (e) The occupant count and occupancy type of every area.
- (f) Location of telephone equipment rooms.
- (g) Indicate critical dimensions necessary for construction.
- (h) Location of all Building standard electrical items - outlets, switches, telephone outlets and lighting, including complete design drawing showing all circuiting and switching.
- (i) Location and type of all Non-Building standard electrical items including lighting and complete design drawings showing all circuiting and switching.
- (j) Location and type of equipment that will require special electrical requirements, including electrical design. Provide manufacturer's specifications for use and operation.
- (k) Location, weight per square foot and description of any exceptionally heavy equipment filing system exceeding 50 pounds psf live load.
- (l) Requirements for special air conditioning or ventilation with complete design of ductwork and CFM requirements.
- (m) Building standard HVAC design showing diffuser drops, ductwork and CFM requirements or any upgraded design as applicable.
- (n) Type and color of floor covering.
- (o) Location, type and color of wall coloring.
- (p) Location, type and color of painting or finishes.

- (q) Location and type of plumbing, including complete riser design and fixture specs.
- (r) Location and type of kitchen equipment or other equipment.
- (s) Plans must meet all local and state building codes.
- (t) Any internal restrooms and other such facilities that are specifically for the use of the Premises.
- (u) Any internal corridors, hallways, lobbies, stairways, elevators or other areas that are specifically for the use of the Premises.
- (v) Critical dimensions needed for construction.
- (w) Location of electrical and data rooms.
- (x) Any internal elevators and equipment that are specifically for the use of the Premises.

Details Showing:

- (a) All millwork with verified dimensions and specifications of all equipment to be built-in or installed.
- (b) Corridor entrance.
- (c) Bracing or support of special walls, glass partitions, etc.
- (d) Applicable custom or special-purpose features.
- (e) Plans and specifications for furniture, fixtures and equipment.

11. Cost of Work for the Premises

As of the Effective Date, Landlord and Tenant have approved the Cost of Work and budget for design and build-out of the Premises ("Cost of Work") based on the status of the Schematic Design Documents and pricing provided by Landlord's Architect, Consulting Engineers, Contractor and Design Build Subcontractors. The Cost of Work shall be updated as the Tenant's Plans evolve through the customary design, permitting and construction process. The Cost of Work may be revised subject to approval by Landlord and Tenant.

12. Delivery of As-Built Drawings and Specifications:

Within ninety (90) days of completion of the Building and Premises, Landlord and Tenant shall deliver to the other electronic copies of the as-built drawings and specifications.

13. Appointment of Designated Representatives:

Landlord and Tenant shall each appoint a designated representative to make timely and binding decisions on design and construction matters required under this Work Letter.

14. Payment by Tenant to Landlord for Tenant's Work:

Construction of the Tenant's Work will be completed by Landlord at Tenant's sole cost and expense, subject to application of the Finish Allowance. For all costs and expenses associated with Tenant's Work that exceed the Finish Allowance, Landlord shall submit to Tenant on a monthly basis an invoice for such costs and expenses, on or before the tenth (10th) day of each calendar month, together with documentation describing

the work completed as of the invoice date. Tenant shall pay to Landlord, or directly to the contractor specified in such invoice, the full amount of each such invoice within twenty (20) days after delivery of the invoice. The statements of costs submitted to Landlord by Landlord's contractors shall be conclusive for purposes of determining the cost of the work described in the invoices submitted to Tenant. The failure of Tenant to timely pay the amounts payable by Tenant under this Work Letter constitutes an event of default under the Lease.

[End of Work Letter]

EXHIBIT “E”

INTENTIONALLY OMITTED.

E-1

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EXHIBIT “F”

RULES AND REGULATIONS – EDUCATION TENANTS

[Draft as of Effective Date; updated version to be included as of Commencement Date]

1. Landlord may from time to time in its reasonable judgment adopt systems and procedures that are appropriate for adoption in similar higher education facilities, for the security or safety of the Building, any persons occupying, using, or entering the same, or any equipment, furnishings, or contents thereof, and the Tenant shall comply with the Landlord’s reasonable requirements relative thereto.
2. Only persons approved from time to time by the Landlord may prepare, solicit orders for, sell, serve, or distribute foods or beverages in the Common Areas, such approval to not be unreasonably withheld, conditioned or delayed.
3. No additional locks or similar devices shall be placed upon doors of the Premises and no locks shall be changed except with written consent of Landlord, except in the event that an emergency re-key is required, and written consent of the Landlord cannot be obtained in a timely manner. Upon termination of the Lease, Tenant shall surrender to Landlord all keys to the Premises. Such consent of Landlord shall not be unreasonably withheld.
4. Tenant shall be permitted to move furniture, fixtures and equipment and other Tenant’s Property into or out of the Building at Tenant’s own risk only at such times and in such a manner designated by Landlord so as to cause the least inconvenience of other tenants. Any damage caused to the Premises or Building by Tenant or its agents shall be repaired at the expense of Tenant.
5. The sidewalks, entrances, passages, courts, corridors, vestibules, halls, stairways and elevators serving the Premises and Building shall not be obstructed or used for storage or for any purpose other than ingress and egress by Tenant or its invitees.
6. Landlord reserves the right at all times to exclude news delivery persons, loiterers, vendors, solicitors and peddlers from the Building and Building Land as deemed necessary to avoid disruptions to Tenant’s Use.
7. Service animals, guide dogs and comfort animals are permitted in the Common Areas, Parking Garage and the Premises.
8. Landlord and/or its property manager shall control all vending machines, ATMs, overnight delivery package services (e.g. Fed Ex and UPS) and similar functions in the Common Areas, Parking Garage and student housing components of the Building. Tenant shall be allowed to provide its own vending machines or similar functions within the Premises.
9. Tenant shall cooperate fully with Landlord to assure the most effective and efficient operation of the Building and the use of utilities.
10. Except to the extent expressly provided in the Lease, Landlord assumes no responsibility for protecting the Premises from theft, robbery, pilferage and other crimes.
11. Tenant, its employees, its invitees and guests shall not smoke in the Premises, Parking Garage, Building or any Common Areas.
12. Tenant shall be responsible for any damage, including stoppage caused by failure to use the apparatus as instructed or for the purpose constructed, done to the Premises or areas serving the Premises,

including but not limited to restrooms, elevators, stairways, hallways, and lobby solely caused by Tenant's, its employees', its students', its invitees' and guests' negligence or misuse.

13. Landlord reserves the right to establish reasonable Rules and Regulations which shall govern the access, activity, conduct and set specific Rules and Regulations with respect to contractors, subcontractors, agents or consultant which perform activities or work in the Building or Parking Garage (excluding with respect to Tenant's education activities and programs).

14. Landlord reserves the right to make such further reasonable Rules and Regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and the preservation of good order therein without materially adversely affecting Tenant's permitted Use of the Premises or Tenant's rights under this Lease. Any additional reasonable Rules and Regulations promulgated by Landlord shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of execution hereof. Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by Tenant's employees. Tenant shall require its agents, clients, students, invitees and guests to similarly comply. Landlord shall not be responsible for any violation of the foregoing Rules and Regulations by other tenants of the Building, unless such violation is clearly due to Landlord's failure to take reasonable steps to enforce compliance with such Rules and Regulations by another tenant in the Building who is subject to such Rules and Regulations.

15. In these Rules and Regulations, "Tenant" includes the employees, agents, invitees, and licensees of the Tenant and others permitted by the Tenant to use or occupy the Premises.

In the case of any conflict between the provisions of the Lease and these Rules and Regulations, the provisions of the Lease shall control.

EXHIBIT “G”

INTENTIONALLY OMITTED

G-1

0012251\173000\3175728v15

Attachment B

CREATIVE VILLAGE A REPLAT

REPLATING A PORTION OF LOT 1, BOB CARR PERFORMING ARTS CENTER
AS RECORDED IN PLAT BOOK 33 PAGE 17 AND ALL OF LOT 1, EXPO CENTRE ADDITION
AS RECORDED ON PLAT BOOK 48, PAGE 34
LOCATED IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 29 EAST
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

A TRACT OF LAND, BEING A PORTION OF LOT 1, BOB CARR PERFORMING ARTS CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 33, PAGE 17 AND ALL OF LOT 1, EXPO CENTRE ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGE 34 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALL OF THE LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 4272, PAGE 4003 OF SAID PUBLIC RECORDS AND A PORTION OF THE LANDS LYING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 29 EAST, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF NORTH TERRY AVENUE, ACCORDING TO THE PLAT OF PARRAMORE STREET LYMMO - A REPLAT, AS RECORDED IN PLAT BOOK 78, PAGE 110 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°15'30" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID NORTH TERRY AVENUE, 174.87 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST LIVINGSTON STREET; THENCE RUN SOUTH 89°44'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 230.40 FEET TO A POINT LYING ON THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 1, CENTROPLEX, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 92 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID NORTHERLY EXTENSION AND THE WESTERLY LINE OF SAID LOT 1, THE FOLLOWING 3 COURSES: THENCE RUN SOUTH 00°24'05" EAST, 300.16 FEET; THENCE RUN SOUTH 89°36'05" EAST, 1.00 FEET; THENCE RUN SOUTH 00°24'05" EAST, 108.00 FEET TO A POINT LYING ON THE NORTHERLY LINE OF THE PLAT OF T.O. & A. RY COMPANY'S ADDITION TO ORLANDO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "C", PAGE 99 OF SAID PUBLIC RECORDS; SAID POINT ALSO LIES ON THE NORTH RIGHT-OF-WAY LINE OF SEABOARD AIR LINE RAILROAD, AS RECORDED IN RIGHT-OF-WAY AND TRACT MAP, SEABOARD AIR LINE RAILROAD CO., LAKE CHARM BRANCH, STATION 2769+20 TO STATION 2812+00; THENCE RUN NORTH 89°36'05" WEST, ALONG SAID NORTH LINE, 888.35 FEET; THENCE RUN NORTH 89°36'44" WEST, ALONG SAID NORTH LINE, 335.18 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 4272, PAGE 4205 OF SAID PUBLIC RECORDS; SAID POINT ALSO LIES ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN ALONG THE EASTERLY, SOUTHERLY AND WESTERLY LINE OF SAID WARRANTY DEED, THE FOLLOWING FOUR COURSES: THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 357.21 FEET, A CENTRAL ANGLE OF 0°12'54"11", AN ARC LENGTH OF 6.59 FEET, A CHORD LENGTH OF 6.59 FEET AND A CHORD BEARING OF SOUTH 81°15'03" EAST; THENCE RUN SOUTH 00°28'33" WEST, NON RADIAL TO SAID CURVE, 28.51 FEET; THENCE RUN NORTH 89°24'37" WEST, 185.93 FEET; THENCE RUN NORTH 00°21'01" WEST, 31.94 FEET; THENCE RUN NORTH 89°36'44" WEST, 30.27 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE RUN NORTH 00°29'20" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 506.82 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°35'01" EAST, 303.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1042.50 FEET, A CENTRAL ANGLE OF 0°54'32", AN ARC LENGTH OF 89.32 FEET, A CHORD LENGTH OF 89.29 FEET AND A CHORD BEARING OF SOUTH 87°23'16" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 84°56'00" EAST, 54.04 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 957.50 FEET, A CENTRAL ANGLE OF 0°46'30", AN ARC LENGTH OF 80.35 FEET, A CHORD LENGTH OF 80.33 FEET AND A CHORD BEARING OF SOUTH 87°20'15" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°44'30" EAST, 81.69 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF AFORESAID NORTH TERRY AVENUE; THENCE RUN ALONG THE WESTERLY AND SOUTH RIGHT-OF-WAY OF NORTH TERRY AVENUE THE FOLLOWING COURSES: SOUTH 03°46'46" EAST, 85.21 FEET; THENCE RUN SOUTH 00°15'30" WEST, 180.65 FEET; THENCE RUN SOUTH 89°35'35" EAST, 85.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN CITY OF ORLANDO, ORANGE COUNTY, FLORIDA AND CONTAINS 14.505 ACRES, MORE OR LESS.

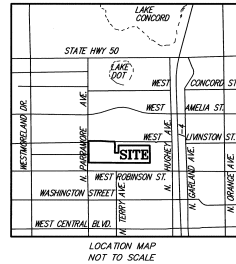
NOTICE:

"THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

PEC SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Orlando, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SURVEYOR'S NOTES:

- (1) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH RIGHT-OF-WAY LINE, LIVINGSTON STREET, PARRAMORE STREET LYMMO - A REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 110 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING SOUTH 89°44'30" EAST.
- (2) [□] - DENOTES A PERMANENT REFERENCE MONUMENT (P.R.M.) A SET 4" x 4" CONCRETE MONUMENT WITH A BRASS DISC, STAMPED LS # 4044 UNLESS OTHERWISE NOTED.
- (3) [•] - DENOTES A PERMANENT CONTROL POINT (P.C.P.) A SET NAIL AND LOCK STAMPED P.C.P. LS # 4044 UNLESS OTHERWISE NOTED.
- (4) DEVELOPMENT OF THIS PROPERTY DEPICTED ON THIS PLAT IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 58, THE CONCURRENTLY MANAGEMENT ORDINANCE OF THE CITY OF ORLANDO, WHICH COVERS THE CITY'S ABILITY TO ISSUE BUILDING PERMITS ON THIS PROPERTY. APPROVAL OF THIS PLAT SHALL NOT BE DEEMED TO PROVIDE ANY VESTED RIGHTS, EXCEPT AS TO THOSE MATTERS DEPICTED HEREON, THAT ARE CONSISTENT WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, OR WERE REQUIRED BY THE CITY OF ORLANDO AS A CONDITION OF PLATTING.



SHEET 1 OF 2

PLAT
BOOK

92

PAGE 19

CREATIVE VILLAGE
A REPLAT

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS that the Municipal Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plot for the uses and purposes therein expressed and hereby dedicates Tracts A, B and C (Right-of-way dedication), for the perpetual use of the public.

IN WITNESS WHEREOF, has caused these presents to be signed by the officers named below on:
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA.

By: Laurie Butts Laurie Butts
Printed Name Real Estate Mgr.

Attest:
By: Denise Aldridge Denise Aldridge
Printed Name

Signed in the presence of:

By: John Freeman John Freeman
Printed Name
By: Todd McNeary Todd McNeary
Printed Name

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, that on April 24th 2017, before me, an officer duly authorized to take oaths in the State and County aforesaid, personally appeared LAURIE BUTTS, who is personally known to me and did not take an oath that they are a person described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed as such official thereto duly authorized and that said dedication is the act and deed of said entity.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

NOTARY PUBLIC

My Commission Expires 11/6/2019Printed Name Anne McNearyQUALIFICATION STATEMENT OF
SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a professional surveyor and mapper that has prepared the foregoing plat and was made under my direction and supervision and that the plot complies with all of the survey requirements of Chapter 177, Florida Statutes; and that said land is located in the City of Orlando, Orange County, Florida.

Dated: APRIL 21 2017

Signed: David A. White
REGISTRATION NUMBER LS: 4044
PEC - SURVEYING AND MAPPING, LLC
2100 ALAFAYA TRAIL, SUITE 203
ORLANDO, FLORIDA 32765
CERTIFICATE OF AUTHORIZATION NO. LB-7808

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on the 2-13-17 the

Orlando City Council approved the foregoing plat.

Mayor: Jim Gray
ATTEST: Denise Aldridge City Clerk: Denise Aldridge

CERTIFICATE OF APPROVAL BY
CITY PLANNING OFFICIALExamined and Approved: Kevin S. Smith Date: 4-21-17City Planning Official: Kevin S. Smith

CERTIFICATE OF APPROVAL BY CITY ENGINEER

Examined and Approved: [Signature] Date: 04/21/2017City Engineer: [Signature]

CERTIFICATE OF REVIEW BY CITY SURVEYOR

Reviewed for conformity to Florida State Statute 177

City Surveyor: [Signature] Date: 4/21/2017

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records on April 24, 2017 as File No. 20170226470 County Comptroller in and for Orange County, Florida

By: P.D. Saurish



ITEM: FF-2

**University of Central Florida
Board of Trustees**

SUBJECT: Mental Health Counseling and Public Safety Officers Implementation Plan

DATE: September 27, 2017

PROPOSED BOARD ACTION

Approve the university's Mental Health Counseling and Public Safety Officers Implementation Plans for submission to the Florida Board of Governors.

BACKGROUND INFORMATION

During 2016-17, UCF participated in two State University System Legislative Budget Requests (LBR) for new state funding to support the following goals:

- 1) Increase staffing levels of SUS counseling centers closer to staffing ratios recommended by the profession's accreditation association, the International Association of Counseling Services (IACS), and
- 2) Increase SUS officer staffing closer to the International Association of Chiefs of Police (IACP) recommended national standard for community-oriented policing.

Although state funding for these initiatives was not available this year, UCF remains committed to implementing multiple-year plans that will bring the university closer to these standards while providing a healthy and safe campus environment.

Mental Health Counseling Services

During 2016-17, UCF's Counseling and Psychological Services (CAPS) experienced an increase of 18 percent in the number of students served and a 2 percent increase in student utilization of crisis intervention services.

To accommodate the university's increasing demand for mental health services, CAPS has implemented programs and services along a continuum including the following.

1. Developed a stepped-up model of care delivery.
2. Front loaded initial assessment appointments at the beginning of each semester, which allowed more students to access services quickly.
3. Assessed student needs and referred them for multiple modalities of therapeutic interventions including group, online, self-help, or individual counseling services.
4. Met with students receiving individual therapy on a bi-weekly basis and met with students with the greatest need on a weekly basis.
5. Funded four additional full-time positions to the CAPS staffing structure to support service delivery.

To increase the university's capacity to meet future demand for mental health services, CAPS will do the following.

1. Continue to front load initial assessment appointments for the 2017-18 academic year, with students referred to multiple modalities of therapeutic intervention based on their identified needs.
2. Maximize use of Other Personal Services (OPS) providers from the community who are able to devote 100 percent of their service time to providing individual therapy to students.
3. Explore the expansion of CAPS' post-doctoral training program to maximize student service and advance the university's goals for achieving preeminent status.
4. Reallocate the student health fee so that an additional \$0.63 per student credit hour will go to support CAPS. This will result in close to \$1 million of new resources to directly support UCF's mental health counseling programs.

Public Safety Officers

UCF is working to implement a multiple-year plan that will allow the Police Department to increase staffing to enhance campus safety without overburdening its field training program while bringing the department closer to the IACP recommended standard. Funding has already been approved in 2017-18 to hire four officers in preparation for the new Downtown Campus Fall 2019 opening, with another five anticipated from the 2018-19 budget, pending University Budget Committee approval.

Additionally, UCF proposes to hire a sergeant and four officers for the main campus next fiscal year, and a corporal and an additional four officers in 2019-20, pending University Budget Committee approval. This will allow initial equipment, vehicle, and training costs to be distributed over several years. Additionally, these positions can be incorporated in the February and August hiring and training cycles with the new officers for the UCF Downtown Campus.

<u>UCF Police Budget Plan</u>	<u>2017-18 Approved</u>		<u>2018-19 Planned</u>		<u>2019-20 Planned</u>		<u>Total</u>
	<u>Number of Officers</u>	<u>Estimated Total Cost</u>	<u>Number of Officers</u>	<u>Estimated Total Cost</u>	<u>Number of Officers</u>	<u>Estimated Total Cost</u>	
Lieutenant	1	\$ 110,000		-		-	\$ 110,000
Sergeant	1	\$ 75,000	1	96,300		-	171,300
Corporal	1	67,000		-	1	85,200	152,200
Officers	1	61,000	9	715,500	4	318,000	1,094,500
Equipment, Vehicle, and Training		191,670		498,330	5	230,000	920,000
Total	4	504,670	10	1,310,130	10	633,200	2,448,000

Supporting documentation: None

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

Richard Beary, Associate Vice President and Chief of Police

Submitted by: Maribeth Ehasz, Vice President for Student Development and Enrollment Services

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

ITEM: FF-3

**University of Central Florida
Board of Trustees**

SUBJECT: WUCF TV Channel Sharing Agreement

DATE: September 27, 2017

PROPOSED BOARD ACTION

Approve a 30-year channel-sharing agreement between WUCF TV and Good Life Broadcasting, Inc.

BACKGROUND INFORMATION

In 2012, UCF paid \$3.3 million to WMFE to acquire its non-commercial television broadcast license. With that license, WUCF TV broadcasts PBS and four additional channels to nearly four million regional viewers.

Good Life Broadcasting, Inc., a Florida not-for-profit organization, broadcasts Christian-based content on its own local TV channel. Good Life recently sold its broadcast license and wants WUCF TV to use a portion of its broadcast spectrum to continue the Good Life channel.

WUCF TV can accommodate the additional channel and retain enough capacity to provide the station future flexibility. The agreement also preserves WUCF TV's ability to participate in a future broadcast spectrum auction, should one occur.

This agreement — much like when the university hosts outside events and speakers — is not an endorsement of content. The new channel will air under its own name and brand and will not contain any reference to UCF or WUCF TV. The contract is a lease agreement for a portion of WUCF TV's broadcast spectrum.

WUCF TV will receive \$4.25 million for the agreement, payable within the first six months. Additionally, Good Life Broadcasting, Inc., will pay WUCF TV 25 percent of annual broadcast operating costs for the life of the agreement, a conservatively estimated commitment of more than \$1 million.

If approved by the UCF Board of Trustees, the agreement is also subject to approval by the Federal Communications Commission.

Supporting documentation: Attachment A: Contract with Good Life Broadcasting, Inc.

Prepared by: Grant J. Heston, Vice President for Communications and Marketing

Submitted by: Grant J. Heston, Vice President for Communications and Marketing

Attachment A

CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AGREEMENT (this “**Agreement**”) is made as of September 27, 2017 (“**Effective Date**”) by and between the University of Central Florida Board of Trustees (“**Sharer**”) and Good Life Broadcasting, Inc., a Florida not-for-profit corporation (“**Sharee**”). Capitalized terms shall have the meanings in this Agreement.

WHEREAS, Sharer is licensee of noncommercial educational television station WUCF-TV (Facility ID 12855), currently licensed by the Federal Communications Commission (the “**FCC**”) to operate on Channel 23 (“**WUCF Pre-Transition Channel**”) at Orlando, Florida, but reassigned in the *Auction 1000 Closing and Channel Reassignment Public Notice* released by the FCC on April 13, 2017 (“**CCRPN**”) to Channel 34 (“**WUCF Post-Transition Channel**”) in the repacking process associated with the broadcast television spectrum auction conducted pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-30 (the “**Incentive Auction**”);

WHEREAS, Sharee is licensee of television station WTGL (Facility ID 9881), currently licensed by the FCC to operate on Channel 46 (“**WTGL Channel**”) at Leesburg, Florida, but subject of a winning channel relinquishment bid in the Incentive Auction as announced in the CCRPN, and Sharee will be required to cease operating on the WTGL Channel in accordance with the *Post-Incentive Auction Broadcast Transition Public Notice* released by the FCC on January 27, 2017 (“**Transition Public Notice**”); and

WHEREAS, Sharer and Sharee desire to enter into an agreement to share the WUCF broadcast channel (the “**Shared Channel**”) in accordance with all existing and future FCC rules and published policies governing channel sharing agreements (“**Channel Sharing Rules**”). The parties acknowledge and agree that the Shared Channel shall initially be the WUCF Pre-Transition Channel, but shall be transitioned following the commencement of channel sharing to the WUCF Post-Transition Channel.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. Unless earlier terminated in accordance with this Agreement, the term of this agreement (“**Term**”) shall begin on the Effective Date and shall continue for thirty (30) years following the date on which Sharee, or any authorized vendor or other representative of Sharee acting on its behalf, first enters into possession or otherwise occupies, pursuant to the terms and conditions set forth in this Agreement, any space on, or in, the WUCF Master Control Site or Transmitter Site, delivers any Sharee communications equipment to the WUCF Master Control Site or Transmitter Site for installation, or Sharee’s use, in connection with this Agreement, or connects any Sharee communications equipment to the WUCF Master Control Site, Transmitter Site or Transmission Facility (such date being the “**Agreement Commencement Date**”). To avoid any uncertainty, upon Sharer’s reasonable conclusion that Sharee has taken an action above that establishes the Agreement Commencement Date, Sharer, in accordance with the notice provisions herein, shall provide written notice of the Agreement Commencement Date to Sharee.

2. FCC Filings and Required Notifications. Pursuant to the requirements of the Channel Sharing Rules and the Transition Public Notice, the parties shall each timely file the following FCC

filings and required notifications, as well as such other filings and notifications that may be required by the circumstances and the Channel Sharing Rules, the Transition Public Notice or other FCC rules, policies and directives throughout the Term of this Agreement to maintain their licenses in good standing, implement facility modifications for the shared channel and otherwise implement the channel sharing arrangement contemplated by this Agreement. In connection with all such filings and notifications, Sharer and Sharee shall provide to the other, or submit to the FCC, all certifications or other information required of a Sharer or Sharee under the Channel Sharing Rules or other FCC rules, policies and directives, and shall furnish the other with such information and assistance as the other may reasonably request in connection therewith. The parties shall cooperate in good faith with respect to FCC filings and required notifications, and each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC filings and required notifications. Each party shall also promptly notify and provide a copy to the other of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby. Neither party shall take any action that would reasonably be expected to result in the dismissal of any FCC application without the prior written approval of the other party.

(a) Sharer CP Application and Construction Permit. Sharer has timely filed an application (FCC File No. 0000027156) and has been granted a construction permit for the WUCF Post-Transition Channel specifying a construction deadline of January 17, 2020, and Sharer shall hereafter file and prosecute such Sharer CP modification applications and/or amendments, special temporary authorizations, waiver requests, extensions of time as appropriate to obtain and maintain authorization to modify WUCF's facilities to the WUCF Post-Transition Channel.

(b) Sharee CP Application. No later than November 24, 2017 (one hundred twenty (120) days following the official date of Sharee's receipt of Incentive Auction proceeds), Sharee shall timely file and thereafter diligently prosecute an application ("**Sharee CP Application**") for a construction permit to operate on the WUCF Pre-Transition Channel on a shared basis with Sharer.

(b) Sharee Notice to Viewers. No later than thirty (30) days prior to Sharee's discontinuance of operations on the WTGL Channel, Sharee shall air FCC-required notifications alerting Sharee's viewers of the termination of operations on the WTGL Channel.

(c) Sharee and Sharer Notices to MVPDs. No later than thirty (30) days prior to Sharee's discontinuance of operations on the WTGL Channel, Sharee shall each provide FCC-required notices to MVPDs that no longer will be required to carry WGTL, or that currently carry and will continue to be obligated to carry WGTL, or that will become obligated to carry WGTL, and Sharer shall provide FCC-required notices to MVPDs that continue to be obligated to carry WUCF.

(d) Sharee Suspension Notice. No later than two (2) days prior to Sharee's discontinuance of operations on the WTGL Channel, Sharee shall file a Suspension of Operations Notification with the FCC.

(e) License Applications. No later than ten (10) days following the commencement of operation of the Shared Channel on program test authority, Sharer and Sharee shall each file and thereafter diligently prosecute applications for licenses for shared operations on the WUCF Pre-Transition Channel.

(f) Sharee Second CP Application. No later than sixty (60) days prior to Sharer's deadline for construction of the transmission facilities for the WUCF Post-Transition Channel, and at

such earlier time as appropriate in light of Sharer's schedule for testing and commencement of program testing on the WUCF Post-Transition Channel, Sharee shall file and thereafter diligently prosecute an application for a construction permit to operate on the WUCF Post-Transition Channel.

(g) Sharer and Sharee Notices to Viewers. No later than thirty (30) days prior to Sharer's and Sharee's transitioning to the WUCF Post-Transition Channel, Sharer and Sharee shall each air FCC-required notifications alerting its viewers of such transition.

(h) Sharer and Sharee Notices to MVPDs. No later than thirty (30) days prior to Sharer's and Sharee's transitioning to the WUCF Post-Transition Channel, Sharer and Sharee shall each provide FCC-required notices to MVPDs that currently are required to carry its station and will continue to be obligated to carry its station.

(i) Second License Applications. No later than ten (10) days following the commencement of operations under program test authority for the WUCF Post-Transition Channel, Sharer and Sharee shall each file and thereafter diligently prosecute applications for licenses on the WUCF Post-Transition Channel.

3. Commitment to Channel Share/Allocation of Bandwidth.

(a) Generally. Pursuant to the Channel Sharing Rules and no later than three (3) business days following the last to occur of the FCC's grant of the Sharee CP Application and the Sharee's discontinuance of operations on the WTGL Channel, Sharer shall be entitled to transmit its television broadcast content over the Shared Channel. Sharer and Sharee shall share the capacity of the Shared Channel (or 19.39 Megabits per second ("**Mbps**") of capacity as allocated under the current ATSC 1.0 standard) in the manner set forth in this Agreement, which may be modified from time to time by mutual written agreement of the parties but which, at a minimum throughout the Term, shall result in (i) each of the Sharer and Sharee having spectrum usage rights hereunder that are adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to broadcast at least one (1) High Definition ("**HD**") program stream at all times; and (ii) for Corporation for Public Broadcasting ("**CPB**") compliance purposes, Sharer having the right to use at least one-half of the total capacity of the Shared Channel.

(b) Capacity Allocation. Subject to Section 3(a) above, Sharer shall be entitled to an undivided seventy-five percent (75%) of the capacity of the Shared Channel (e.g., 14.543 Mb/s under the current ATSC 1.0 standard) and Sharee shall be entitled to an undivided twenty-five percent (25%) of the capacity of the Shared Channel (e.g., 4.847 Mb/s under the current ATSC 1.0 standard) for their respective broadcast services (in each case, a party's "**Allocated Bandwidth**"). Sharer and Sharee shall allocate the requisite amount of bits of the Shared Channel for the common Program and System Information Protocol ("**PSIP**") information necessary to provide the required tuning and guide information such that: (i) the bits devoted to the common requirements will be deducted proportionally from each party's bit allowance; (ii) the parties shall mutually agree to the minimum number of days of Event Information Table ("**EIT**") information to be provided; and (iii) the parties acknowledge that a number of null packets may be required for television receivers to respond properly (and the amount of required null packets shall be deducted proportionally from each party's bit allowance), and the parties shall cooperate to ensure proper reception and decoding of the signal. Subject to Section 3(a) above, each of Sharer and Sharee may elect, but is not required to elect, to make a portion of its Allocated Bandwidth on the Shared Channel available to the other party for use under mutually agreed upon terms.

(c) Statistical Multiplexing and Other Technologies. Subject to Section 3(a), and notwithstanding anything to the contrary in this Agreement, the parties agree to employ statistical multiplexing (“**Stat Mux**”), signal compression, and other dynamic spectrum usage technologies and arrangements in order to increase carriage capacity, improve picture quality and ensure that Sharer and Sharee can utilize greater capacity as required by periodic content demands for certain high-bandwidth programming.

(d) Use of Shared Capacity. Each of Sharer and Sharee shall have the right to use its Allocated Bandwidth on the Shared Channel in any way it sees fit, in accordance with this Agreement (subject to compliance with the Channel Sharing Rules and with the Communications Act of 1934, as amended, and the rules, regulations and written policies of the FCC and all other applicable laws); provided, however, until the conversion to ATSC 3.0 as contemplated in Section 4, below, Sharee’s Allocated Bandwidth shall be used only for transmission of a single HD signal. Each of Sharer and Sharee shall be responsible, at its sole expense, for providing its station’s programming, in a broadcast-ready final format, to Sharer’s Master Control Site. Throughout the Term hereof, the Sharer shall transmit the Sharee’s broadcast content using the Shared Equipment. Except as provided herein, Sharer shall not alter the Sharee’s broadcast content; provided, however that Sharer may: (i) encode, compress or modulate the Sharee’s broadcast content to the extent required in order to multiplex Sharer and Sharee broadcast content streams using the parameters set forth in this Agreement and (ii) combine the EIT and other information into a common PSIP format for transmission as set forth in this Agreement.

(e) Encoding. Initially, Sharer and Sharee shall have separate encoding facilities and utilize a single combiner at Sharer’s Master Control Site to combine their respective programming streams for transmission. The ordinary and reasonable business cost of acquiring and installing the combiner shall be borne by Sharee. Following the conversion to ATSC 3.0, Sharer and Sharee shall utilize a single encoding pool located at Sharer’s Master Control Site. Each of Sharer and Sharee shall have the right to monitor and audit the Shared Channel’s encoding system(s) in order to ensure compliance with this Section 3. Each of Sharer and Sharee shall make all records of such encoding available to the other upon written request during normal business hours.

(f) Sharee Signal Delivery. Sharee will be responsible for, and bear all costs associated with, the delivery of its broadcast signal, in a mutually agreeable format, to Sharer’s Master Control Site. In the event that Sharee seeks to deliver its signal by microwave, such costs shall include structural and engineering analyses of the STL tower located at the Master Control Site, and any work on the STL tower necessary to add the microwave antenna.

4. ATSC 3.0 and Other New Transmission Technologies.

(a) Generally. The parties acknowledge that new transmission technologies may become available for use during the Term of this Agreement. Subject to Section 4(b) below, Sharer shall have the right to determine whether, and at what time, to adopt or deploy new transmission technologies for the Shared Channel, but prior to any such deployment, Sharer shall (i) give written notice of each deployment plan associated with such new transmission technology (in each instance, a “Technology Implementation Notice”) to Sharee, which Technology Implementation Notice shall, in each instance, (1) reasonably inform the Sharee of the material benefits that each of the parties can reasonably expect to receive as a result of the implementation of such new transmission technology, the proposed date of implementation (in each instance, the “Implementation Date”) of such new transmission technology, a good faith estimate of the costs associated with the Sharer’s implementation of such new transmission technology, and whether such implementation will result in any service outage to the Sharee’s Channel,

and (2) be received by the Sharee sufficiently far enough prior to the Implementation Date in order to provide the Sharee with a reasonable amount of time to study such deployment plan and (ii) consult with Sharee, in good faith, with respect to each deployment plan. The Sharee shall sixty (60) days from its receipt of a Technology Implementation Notice within which to notify the Sharer, in writing (in each instance, a “New Technology Participation Notice”) as to whether or not the Sharee will participate in the new transmission technology identified in the applicable Technology Implementation Notice. In the event that the Sharee shall fail to deliver a timely New Technology Participation Notice, it shall be deemed to have declined to participate in the implementation of the new transmission technology identified in the applicable Technology Implementation Notice. Notwithstanding any language set forth in this subsection (a) to the contrary, the Sharee may not decline to participate in the implementation of ATSC 3.0 technology as provided for in subsection (b) below. The parties agree that they shall otherwise cooperate in good faith to develop, adopt, implement and deploy new transmission technologies and upgrades consistent with industry standards, and CPB and PBS requirements, provided that such development, adoption, implementation or deployment does not materially or adversely affect the other party’s broadcast service in existence at such time.

(b) ATSC 3.0. Specifically, with respect to ATSC 3.0, the parties agree that the Shared Channel shall be converted to ATSC 3.0 as of the commencement of broadcasting on the WUCF Post-Transition Channel, so long as the implementation of such conversion complies with applicable FCC rules and generally accepted industry standards.

(c) Upgrade Costs and Capabilities. Sharer shall timely undertake, and perform, any and all activities that are required in order to accomplish transmission system upgrades and new transmission technologies, including ATSC 3.0, Provided that the Sharee, has elected to participate in such system upgrades or new transmission technologies in a timely New Technology Participation Notice or the upgrade is to ATSC 3.0 technology, then the parties shall be responsible for the costs of such upgrades and new technologies as specified in Section 7(c), below. Following such upgrades or the implementation of such technologies, the parties shall share the benefits created by such upgrades or technologies in proportion to their Allocated Bandwidth.

5. FCC Compliance and Other Rights and Obligations.

(a) FCC Documents. Each party shall notify the other party of all documents filed with or received from the FCC with respect to this Agreement or the transactions contemplated hereby, and shall provide the other party with copies of such documents.

(b) Authorizations and Applications. Each of Sharer and Sharee shall maintain all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective television station in full force and effect during the Term. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party, such consent not to be conditioned, withheld or delayed unreasonably or in any manner inconsistent with this Agreement.

(c) Compliance with Law. Sharer shall comply with this Agreement, the Channel Sharing Rules, and with all FCC and other applicable laws with respect to its ownership and operation of Sharer’s Station and its use of the Shared Channel, and Sharee shall comply with this Agreement, the Channel Sharing Rules, and with all FCC and other applicable laws with respect to its ownership and operation of Sharee’s Station and its use of the Shared Channel. Sharer shall be solely responsible for all content it transmits on the Shared Channel, and Sharee shall be solely responsible for all content it

causes to be transmitted on the Shared Channel. The parties' performance of their respective duties and obligations under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. In addition, Sharer and Sharee, in connection with their shared use of the Transmission Facilities (as defined below), shall comply with all laws and governmental licenses, if any, applicable thereto and with the duties and obligations of the tenant/lessee under any lease applicable to any of the Transmission Facilities (the "**Transmission Facility Agreements**") provided however, that the Sharee shall not, by virtue of the foregoing, be deemed to have assumed any liability to any landlord/lessor under any Transmission Facility Agreement. Sharer has provided Sharee with true and correct copies of all Transmission Facility Agreements in effect as of the date of this Agreement. Sharer covenants with, and for the benefit of the Sharee, that, following the Effective Date hereof, it will not (i) enter into any modification of a Transmission Facility Agreement, or (ii) enter into a new Transmission Facility Agreement without, in each instance, having received the prior written consent of the Sharee which consent shall not be unreasonably withheld, conditioned or delayed and that it shall promptly provide Sharee with copies of all modified and new Transmission Facility Agreements entered into during the Term.

(d) Control. Consistent with FCC rules, Sharer shall control, supervise and direct the day-to-day operation of Sharer's Station (including Sharer's employees, programming and finances, as well as the Transmission Facilities of the Shared Channel), and Sharee shall control, supervise and direct the day-to-day operation of Sharee's Station (including Sharee's employees, programming and finances), and nothing in this Agreement shall be deemed to affect either party's respective obligations with regard to licensee control. Neither Sharer nor Sharee shall hold itself out as the licensee of the other's television station using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party's television station. Neither Sharer nor Sharee shall use the call letters of the other party's television station in a false or misleading manner, or in a manner suggesting common ownership, control or association.

(e) FCC Fees. The parties acknowledge that Sharer and Sharer's Station are exempt from FCC fees as of the date of this Agreement. Each of Sharer and Sharee shall be responsible for timely payment of all fees owed by it to the FCC, if any, with respect to the operation of its television station on Shared Channel. Sharer shall be responsible for seventy-five (75%) percent and Sharee shall be responsible for twenty-five percent (25%) (as to each, it's "**Pro-Rata Share**") of the joint fees, if any, assessed by the FCC on the Shared Channel, provided that Sharer is not exempt from such joint fees. For purposes of clarity, joint fees shall include only those fees directly imposed on the Shared Channel and for which Sharer cannot claim noncommercial exemption, and shall not include any fees assessed by the FCC against either party or party's station on a separate and individual basis. If Sharer pays Sharee's Pro-Rata-Share of the joint fees imposed on the Shared Channel, Sharee shall reimburse Sharer, for the amount so paid up to the Sharee's Pro-Rata-Share, within forty-five(45) days after the date of the invoice for the same.

(f) Cooperation. Each of Sharer and Sharee shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Transmission Facilities. Neither Sharer nor Sharee shall take any action, or fail to take any action, which interferes, or is reasonably likely to interfere, with the other party's use of capacity on the Shared Channel or the Transmission Facilities.

(g) Carriage Rights. Sharer shall be solely responsible for exercising must-carry rights for Sharer's Station or any other right of distribution. Sharee shall be solely responsible for exercising must-carry and retransmission consent rights for Sharee's Station or any other right of

distribution. Neither Sharer nor Sharee shall have any use, claim, or benefit of, or derive any carriage rights under or have any obligation under any carriage agreement of the other party.

6. Facilities for Shared Channel

(a) Definitions. For the purposes of this Agreement, “**Transmitter Site**” means the land and tower assets leased or owned by Sharer located at 4498 TV Tower Road, Christmas, FL 32709. “**Master Control Site**” means Sharer’s building and equipment managed by Digital Convergence Alliance, 1300 North Boulevard, Tampa, FL 33607.

“**Transmission Facilities**” means the Master Control Site, Transmitter Site and the Shared Equipment used to generate television signals and broadcast on the Shared Channel.

(b) Shared Equipment; Operational Responsibility. Sharer shall, at its expense, purchase, provide, own and hold title to the transmitter and other equipment necessary for channel sharing hereunder and for the simultaneous encoding (following the implementation of ATSC 3.0) and transmission of content streams on the Shared Channel that will be used by Sharer and Sharee in the operation of their respective television stations broadcasting on the Shared Channel (“**Shared Equipment**”). During the Term, Sharer shall (i) maintain, operate and repair the Transmission Facilities and Shared Equipment in accordance with good engineering practices customary in the television industry and shall keep Sharee informed as to all material repairs to such facilities; (ii) make timely utility payments for the operation of the Transmission Facilities; (iii) maintain the insurance specified in Section 6(i); (iv) faithfully perform all of its duties and obligations under each of the Transmission Facilities Agreements; (v) keep and maintain, in full force and effect, its ownership and leasehold rights and interests, as the case may be, in and to the Transmission Facilities and Shared Equipment (or functionally equivalent replacements thereto); (vi) comply with all laws applicable to the operation of the Transmission Facilities, the Shared Equipment and the Shared Channel; (vii) oversee, administer and manage, in accordance with best practices customary in the television industry, the day to day technical aspects of the Transmission Facilities the Shared Equipment and the Shared Channel; and (viii) provide television broadcast engineering services required for the operation of the Transmission Facilities in accordance with the terms and conditions set forth in this Agreement and good engineering practices customary in the television industry (the “**Sharer Operational Duties**”). The ordinary and reasonable costs and expenses incurred by Sharer in connection with its performance of Sharer Operational Duties are referred to as “**Shared Operations Expenses.**”

(c) Access to Transmission Facilities. Sharee personnel shall be entitled to access to the Master Control Site, Transmitter Site, Transmission Facilities, Shared Equipment and Dedicated Sharee Equipment located at the Master Control Site at all times during the Term. Neither party shall permit to exist any lien, claim or encumbrance on the Transmission Facilities or the Shared Equipment, or make material alterations to the Transmission Facilities or Shared Equipment that have a material adverse effect on the operation of the Shared Channel, except with mutual written consent, or interfere with the business and operation of the other party’s television station or use of the Transmission Facilities, the Shared Equipment, or the Shared Channel. Each of Sharer and Sharee shall comply in all material respects with all federal, state and local laws applicable to its operations from the Transmission Facilities.

(d) Modifications to Implement Channel Sharing. The parties shall mutually agree upon and implement modifications to the Transmission Facilities, in order to accommodate the insertion of multiple program streams on the Shared Channel. The parties have agreed that Sharer will purchase

a new combining system (described in Schedule A hereto) as part of the Shared Equipment at a cost not to exceed \$35,000.00, and that Sharee shall, as an inducement to Sharer entering into this Agreement, pay Sharer for such cost within forty-five (45) days of the date of Sharer's invoice therefor.

(e) Exclusive Equipment. Each of Sharer and Sharee shall provide, install, maintain, repair and replace any equipment owned solely by it that is not Shared Equipment but is located at the Master Control Site, and/or Transmitter Site, including, for Sharee, all equipment dedicated to the sole use of Sharee ("**Dedicated Sharee Equipment**"), in accordance with good engineering practices customary in the broadcasting industry. Title to all such equipment solely owned by Sharer or Sharee shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment.

(f) Contractors. All contractors and subcontractors of each of Sharer and Sharee who perform any service for such party at or on the Master Control Site, Transmitter Site or any other Transmission Facilities shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in the state where the Master Control Site, Transmitter Site or such other Transmission Facility is located.

(g) Hazardous Materials. Each of Sharer and Sharee shall (i) comply in all material respects with all environmental laws applicable to its operations from the Master Control Site, Transmitter Site and any other Transmission Facilities, (ii) not cause or knowingly and intentionally permit the release of any hazardous materials on, to or from the Master Control Site, Transmitter Site or any other Transmission Facilities in violation of any applicable environmental laws, (iii) not take any action that, if otherwise taken, would subject the Master Control Site, Transmitter Site or any other Transmission Facilities to new or additional permit requirements for storage, treatment or disposal of hazardous materials, and (iv) not dispose of hazardous materials on the Master Control Site, Transmitter Site or any other Transmission Facilities except in compliance with applicable law.

(h) Termination. Within thirty (30) days after the end of the Term (or upon any earlier termination of this Agreement), Sharee shall vacate the Master Control Site, Transmitter Site and any other Transmission Facilities and remove all of its Dedicated Sharee Equipment and return all keys and other means of entry to Sharer.

(i) Insurance.

(i) Sharer's Insurance. Sharer, at its own expense, shall maintain insurance covering the Transmission Facilities and Shared Equipment at a customary level and in accordance with past practice which shall include, but not be limited to, general liability and comprehensive errors and omissions insurance (including coverage for libel/slander, invasion of privacy, copyright, trademark and service mark infringement, and violations of rights of privacy and publicity) covering production and broadcast of its television programming. All such insurance policies shall contain a standard loss payable clause and shall be endorsed to provide, with respect to the interests of Sharee, that (a) Sharer's general liability insurance policy shall include Sharee and its officers and directors as additional insureds for the acts and omissions of Sharer, and (b) 30 days' prior written notice of any cancellation or reduction of coverage or limit shall be given to Sharee.

(ii) Sharee's Insurance. Sharee, at its own expense, shall maintain insurance covering its access to and work on the Transmission Facilities and its Dedicated Sharee Equipment at a

customary level and in accordance with past practice. Without limiting the foregoing, Sharee shall maintain general liability and comprehensive errors and omissions insurance (including coverage for libel/slander, invasion of privacy, copyright, trademark and service mark infringement, and violations of rights of privacy and publicity) covering production and broadcast of its television programming. All such insurance policies shall contain a standard loss payable clause and shall be endorsed to provide that, with respect to the interests of Sharer, that (a) Sharee's general liability and errors and omissions insurance policies shall include Sharer and its officers and directors as additional insureds for the acts and omissions of Sharee, and (b) 30 days' prior written notice of any cancellation or reduction of coverage or limit shall be given to Sharer.

(j) Interference. Sharer shall be responsible for operating the Transmission Facilities in accordance with all applicable laws and regulations. The parties shall use commercially reasonable efforts to avoid interference between their respective operations and shall promptly resolve any interference that arises in connection with such operation. Neither Sharee nor Sharer shall modify their respective operations in any manner that could be reasonably expected to interfere with, or otherwise impair, the other party's broadcast operations or the video quality of end-user viewers in such a way that would be perceptible to the average viewer. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party in writing and both parties shall take all commercially reasonable steps to correct such interference in all material respects within two (2) business days. Neither party shall have the right to alter the Transmission Facilities or Shared Equipment in such a way that would materially alter Sharer's Station's or Sharee's Station's coverage areas without the other party's prior written consent.

(k) Cooperation. In the event it is necessary for Sharer to reduce, limit or temporarily cease shared operations of the Shared Channel, the Shared Equipment or its own equipment or any other Transmission Facilities so that Sharer or Sharee may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Equipment at the Master Control Site, Transmitter Site or any other Transmission Facilities, the parties shall cooperate in a commercially reasonable manner. Sharer may temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Master Control, Transmitter Site or any other Transmission Facilities; provided that Sharer takes all reasonable steps to minimize the amount of time the Shared Channel shall cease operations or operate with reduced facilities and that Sharer shall take all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a time convenient to the parties. Except as may be required in the event of an emergency, neither party shall have the right to temporarily reduce or suspend the broadcast service of the other party without the prior consent of such other party (which consent shall not be unreasonably conditioned, withheld or delayed) if such temporary reduction or suspension requires prior approval of the FCC.

(l) Technical Failures. In the event that the Transmission Facilities suffer a failure, such that the Transmission Facilities must temporarily cease broadcasting or operate at reduced power levels, Sharer shall promptly notify Sharee and use commercially reasonable efforts, consistent with good engineering practices customary in the television industry, to repair the Transmission Facilities to return the Shared Channel as quickly as practicable to operations at its full authorized power. Sharer shall not have any liability to Sharee for loss of revenue or other damages resulting from any work under Section 6(k) or technical failure under this Section 6(l).

(m) Force Majeure. Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default

or delay is caused by an event outside of its reasonable control, including a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

7. Payments and Costs

(a) Sharing Fees. In consideration of Sharee's right to receive its Allocated Bandwidth and to otherwise share capacity on the Shared Channel with Sharer throughout the Term, Sharee shall pay the sum of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) (the "**Monetary Compensation**") to the Sharer in accordance with the following terms and conditions:

(i) The Sharee shall pay One Million (\$1,000,000.00) Dollars of the Monetary Consideration (the "**First Monetary Consideration Payment**") to the Sharer, or its 501(c)(3) qualified foundational designee (the "**Sharer Foundation**") on the date that is the third business day following the date of the FCC's issuance of a public notice reflecting the grant of the Sharee CP Application; and

(ii) The Sharee shall, subject to the terms and conditions set forth in this Agreement, pay the remaining Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) Dollars of the Monetary Consideration (the "**Second Monetary Consideration Payment**") to the Sharer, or the Sharer Foundation, on the date, if ever, that is the third business day following the sixth (6th) monthly anniversary of the Agreement Commencement Date.

(b) Repacking Costs. Unless otherwise agreed by the parties, any costs incurred by Sharee associated with the repacking process, including the installation or modification of any Dedicated Sharee Equipment, will be borne by Sharee.

(c) Capital Costs. In the event that Sharer reasonably determines that any of the Transmission Facilities requires replacement in the ordinary course of business, or Sharer incurs costs related to new transmission technologies or upgrades that have been agreed to by the parties as provided for in Section 4, or costs associated with repair or replacement as a result of the loss of, or damage occurring to, any of the Transmission Facilities that are not covered by the Sharer's insurance (collectively, "**Capital Costs**"), which costs are not the result of the wrongful act or neglect of either of the parties, Sharer and Sharee shall share such Capital Costs, unless such costs are covered by insurance or as otherwise mutually agreed by Sharee and Sharer in writing. Sharee shall reimburse Sharer, within forty five (45) days after date of the invoice documenting such Capital Costs, for its Pro-Rata Share (25%) of such Capital Costs. In the event of the loss of, or damage occurring to, any of the Transmission Facilities or Shared Equipment that is the result of the wrongful act or neglect of either of the parties, then the party at fault shall be solely responsible for all costs necessary to remedy such loss or damage.

(d) Shared Operations Expenses. Beginning on the date on which Sharer first transmits its broadcast content on the Shared Channel, Sharer shall, on a monthly basis, invoice Sharee for its Pro-Rata Share of the Shared Operations Expenses and, in conjunction with each such invoice, deliver an accounting, including commercially reasonable back-up documentation, of each of such Shared Operations Expenses set forth on such invoice to the Sharee.

(e) Payment Terms. Sharer's invoices to Sharee for all amounts due and owing under this Agreement shall be issued on a monthly basis in arrears. All payments hereunder shall be made by check or wire transfer to an account designated by Sharer from time to time and shall be due and payment shall be received by Sharer within forty-five (45) days of the date of Sharer's invoice.

(f) Invoice Disputes. In the event that Sharee desires to dispute an invoice from the Sharer hereunder, it shall provide written notice to Sharer within thirty (30) days of the date of Sharer's invoice, which notice shall include an explanation of the basis of the dispute in reasonable detail. Sharee, in good faith, may withhold payment of the amount(s) set forth therein that is/are under dispute pending resolution of the dispute but, nevertheless, must pay the non-disputed portion of the invoice when due. Sharee's payment of a disputed amount in an invoice shall deprive it of its right to dispute such amount within the 30-day dispute period referenced above. Sharer shall promptly investigate Sharee's claim with a view toward resolving the dispute within thirty (30) days of its receipt of a notice of dispute from Sharee. Following an investigation, in which the parties shall cooperate with each other, Sharer may, in good faith, reject Sharee's claim, in whole or in part, however, in any event, Sharer shall promptly notify Sharee, in writing, of its decision on the dispute, including therein the reason for its action, and Sharee shall then make timely payment of such portion of the disputed invoice that has been determined by Sharer to be correct. If the dispute is not resolved to Sharee's satisfaction, the parties may further address the dispute pursuant to Section 12.

(g) Sole Costs. Each of Sharer and Sharee shall be solely responsible for its own insurance costs for the Transmission Facilities and Shared Equipment, its own costs for any necessary fiber or microwave link between its station's studio site and the Master Control Site, any capital expenses related solely to its own television station's use of the Shared Channel, all expenses related to any equipment solely owned by it and located at the Master Control Site and/or Transmitter Site, and all of its own expenses not directly related to the Transmission Facilities.

8. Representations and Warranties. Each party hereto represents and warrants to the other party hereto that, as of the Effective Date: (a) it is duly organized and validly existing under the laws of its jurisdiction of formation; (b) it has full power and authority and has taken all corporate action necessary to enter into and perform this Agreement and to consummate the transactions contemplated hereby; (c) the execution, delivery and performance by it of its obligations hereunder will not constitute a breach of, or conflict with, any other material agreement or arrangement, whether written or oral, by which it is bound; (d) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; (e) it has obtained all material licenses, approvals and authorizations of the FCC and any other governmental agency necessary for its operations on its television station; and (f) its ownership and operation of its station complies with the FCC rules, regulations and published policies and applicable laws in all material respects.

9. Indemnification.

(a) General Indemnification. To the extent permitted by applicable law and subject to the limitations set forth herein, each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against, and compensate and reimburse the other for, any and all loss, liability, cost and expense, including reasonable attorneys' fees ("**Losses**") arising from any Third Party Claim relating to (i) any breach of or default under any representation, warranty, covenant or other term of this Agreement by the indemnifying party; or (ii) any violation of applicable law or regulation by the indemnifying party.

(b) Specific Indemnification. Without limiting the terms of Section 9(a), Sharee shall indemnify, defend and hold Sharer harmless from and against, and compensate and reimburse Sharer for, any and all Losses arising from any Third Party Claim relating to the termination by Sharee of its current transmitter site lease(s). To the extent permitted by applicable law and subject to the limitations set forth herein, Sharer shall indemnify, defend and hold Sharee harmless from and against, and

compensate and reimburse Sharee for, any and all Losses arising from any Third Party Claim relating to Sharer's ownership or operation of the Transmission Facilities, including Sharer's obligations under any leases for the Transmitter Site and any Transmission Facility Agreement.

(c) Programming Indemnification. Without limiting the terms of Sections 9(a) or 9(b), to the extent permitted by applicable law, each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against, and compensate and reimburse the other for, any and all Losses arising from any Third Party Claim relating to the operation of its television station using the Shared Channel and the programming or advertising broadcast on such station, including for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

(d) Sovereign Immunity. *Any consideration defined by this Section 9 is not the sole consideration for this Agreement.* Sharer expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, as amended. Notwithstanding anything set forth in any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or of limits of liability of Sharer beyond any statutory limited waiver of immunity or of limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, *and the cap on the amount and total liability of Sharer for damages, regardless of the number or nature of claims in tort, equity or contract (hereinafter, the "Indemnity Cap")*, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit on any third party for the purpose of allowing any claim against Sharer which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. Notwithstanding any language set forth in this Section 9 to the contrary, under no circumstances whatsoever, shall the liability of the Sharee to the Sharer for indemnity hereunder in connection with any Third-Party Claim, or Loss, exceed the Indemnity Cap.

(e) Indemnification Procedures. If a party receives notice of a claim that has been made against it (based on Sections 9(a), (b) and/or (c)) by a natural person or business entity that is not a party to this Agreement or an affiliate of a party to this Agreement (in each case, a "Third-Party Claim") and therefore becomes an Indemnified Party under the terms of Sections 9(a), (b) and/or (c), above, then the Indemnified Party shall deliver as promptly as practicable a written notice (a "**Claim Notice**") to the Indemnifying Party, which Claim Notice shall describe such Third-Party Claim in reasonable detail. The failure to provide such Claim Notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except, and only to the extent that, such Indemnifying Party forfeits rights or defenses by reason of such failure or is otherwise materially prejudiced thereby.

(i) The Indemnifying Party shall have the right to participate in or, by giving written notice to the Indemnified Party within thirty (30) days after its receipt of a Claim Notice, to assume the defense of, the Third-Party Claim described in such Claim Notice at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; provided, that in the event that the Indemnifying Party assumes the defense of any Third-Party Claim, then (A) subject to Section 5.3(e), the Indemnifying Party shall have the right to take such action as it deems necessary to avoid, dispute, defend or appeal such Third-Party Claim in the name and on behalf of the Indemnified Party and (B) the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it as provided in Section 5.3(e)(i). The assumption of the defense of a Third-Party Claim by the Indemnifying Party shall not be construed as an acknowledgment that the Indemnifying Party is liable to indemnify any Indemnified Party in respect of the Third-Party Claim.

(ii) Notwithstanding anything to the contrary contained in this Agreement, the Indemnifying Party shall not be entitled to assume control of the defense of a Third-Party Claim, , if (A) such Third-Party Claim seeks an injunction or equitable relief against the Indemnified Party; (B) the named parties to such Third-Party Claim (including any impleaded parties) include both the Indemnified Party and the Indemnifying Party, and such Indemnified Party has been advised in writing by such counsel that there is one or more legal defenses available to the Indemnified Party which are not available to the Indemnifying Party, or are available to the Indemnifying Party but the assertion of which would be adverse to the interests of the Indemnified Party; or (C) upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to prosecute or defend such Third-Party Claim. Each party hereto shall cooperate with each other in all commercially reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim.

(f) Settlement of Third-Party Claims.

(i) Any Indemnified Party shall have the right to employ separate counsel and to participate in the defense of any Third-Party Claim, but the fees and expenses of such counsel shall not be at the expense of the Indemnifying Party unless (A) the Indemnifying Party shall have failed, to assume the defense of such Third-Party Claim in accordance with Section 9e; (B) the employment of such counsel has been specifically authorized in writing by the Indemnifying Party; For so long as the Indemnifying Party is reasonably contesting any such Third-Party Claim in good faith, the Indemnified Party shall not pay or settle any such Third-Party Claim.

(ii) If the Indemnifying Party does not notify the Indemnified Party, in writing and within thirty (30) days after the receipt of a Claim Notice with respect to a Third-Party Claim hereunder, that it elects to undertake the defense thereof, or if the Indemnified Party assumes the defense of such Third-Party Claim pursuant to Section 9e, the Indemnified Party shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal, contest, settle or compromise the Third-Party Claim; however, the Indemnified Party shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed)..

(iii) Notwithstanding any other provision hereof, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, enter into any settlement of a Third-Party Claim that does not include as an unconditional term thereof the giving by the person or entity asserting such Third-Party Claim to all Indemnified Parties of an unconditional release from all liability with respect to such Third-Party Claim.

10. LIMITATIONS OF LIABILITY.

(a) Limitations. EXCEPT AS PROVIDED IN SECTION 10(b), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY PUNITIVE DAMAGE SUFFERED BY THE OTHER ARISING FROM OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT.

(b) Exceptions. Notwithstanding anything contained herein to the contrary, the limitations of liability contained in Section 10(a) shall not apply to (i) either party's indemnification obligations under Section 9; and (ii) personal injury, including death, and damage to tangible property caused by the

negligent or wrongful acts or omissions of a party or its employees, agents, or subcontractors, provided, however, that the foregoing shall be expressly limited to the limits of Section 768.28, Florida Statutes with respect to Sharer and to the Indemnity Cap with respect to the Sharee.

11. Default and Remedies

(a) Breach by Sharee. In the event of a breach of or default under this Agreement by Sharee in any material respect which is not cured within thirty (30) days after a written notice of breach or default, Sharer may take the dispute to binding arbitration, pursuant to Section 12(c); provided that Sharer shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 12(b). Following any such arbitration, if Sharee is found to be in material breach of the Agreement, Sharee shall have an additional thirty (30) days to cure its breach, and if no such cure is made, Sharer may commence an action for damages against the Sharee in a Court of competent jurisdiction located in Orlando, Orange County, Florida.

(b) Breach by Sharer. In the event of a breach of or default under this Agreement by Sharer in any material respect which is not cured within thirty (30) days after a written notice of a breach or default, Sharee may take the dispute to binding arbitration, pursuant to Section 12(c); provided that Sharee shall have first attempted in good faith to resolve the matter pursuant to the procedures set forth in Section 12(b). Following any such arbitration, if Sharer is found to be in material breach of the Agreement, Sharer shall have an additional thirty (30) days to cure its breach, and if no such cure is made, Sharee may commence an action for damages against the Sharer in a Court of competent jurisdiction located in Orlando, Orange County, Florida.

(c) Other Termination. In the event this Agreement is terminated following the Agreement Commencement Date in accordance with a right of termination afforded to a party hereunder, to the extent permissible under applicable law, Sharer shall permit Sharee to continue to share spectrum with Sharer as provided in Section 3, and Sharer shall continue to provide the access and services set forth in Section 6, for a period of 180 days after such termination; provided that Sharee continues to comply with the terms of this Agreement, including all terms requiring payment to Sharer.

(d) Loss of License.

(i) Loss of License Prior to Channel Sharing. This Agreement shall terminate automatically if the FCC authorization to operate either Sharer's Station or Sharee's Station is revoked, relinquished, withdrawn, rescinded, canceled or not renewed prior to the Agreement Commencement Date.

(ii) Loss of Sharer's License After Channel Sharing has Commenced. After the Agreement Commencement Date, this Agreement shall terminate automatically if the FCC license of Sharer's Station (or Sharer's FCC authorization to operate on the Shared Channel) is revoked, relinquished, surrendered, withdrawn, rescinded, canceled, or not renewed (and the FCC order providing for such action is a Final Order). In such event the parties, acting in good faith, may negotiate the sale to Sharee of the Shared Equipment and/or the Transmitter Site at fair market value, free and clear of liens, claims and encumbrances. In such event, Sharer and Sharee shall cooperate in good faith to effectuate such sale and conveyance of assets as promptly as practicable. For purposes of this Agreement, "**Final Order**" means that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for a stay, petition

for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(iii) Loss of Sharee's License after Channel Sharing has Commenced. After the Agreement Commencement Date, this Agreement shall terminate automatically if the FCC license of Sharee's Station (or Sharee's FCC authorization to operate on the Shared Channel) is revoked, relinquished, surrendered, withdrawn, rescinded, canceled or not renewed and the FCC order providing for such action is a Final Order. In such event, notwithstanding such termination, the shared spectrum rights shall revert to Sharer (subject to FCC approval) and Sharer may file an application with the FCC to change its authorization for use of the Shared Channel to non-shared status and acquire the spectrum usage rights of Sharee. In such event, the parties, acting in good faith, may negotiate the sale to Sharer of Sharee Dedicated Equipment (if desired by Sharer), at fair market value, free and clear of liens, claims and encumbrances. In such event, Sharer and Sharee shall cooperate in good faith to effectuate such sale and conveyance of assets as promptly as practicable.

(e) Bankruptcy. Either party may terminate this Agreement for cause by written notice to the other party if a party (i) terminates its business activities or becomes insolvent, (ii) admits in writing to an inability to pay its debts as they mature, (iii) makes an assignment for the benefit of creditors, or (iv) becomes subject to direct control of a trustee, receiver or similar authority. Notwithstanding anything to the contrary herein, in the event any of the foregoing shall occur, or be reasonably likely to occur, and impairs, or may be reasonably likely to impair, Sharer's ability to fulfill its obligations hereunder (including, without limitation, its obligation to share the Shared Channel with Sharee and to transmit content provided to Sharer by Sharee as required by this Agreement), in addition to any remedies it may have at law, in equity or under this Agreement, Sharee shall have the right to access the Transmission Facilities and Shared Equipment and take all reasonable measures to transmit such content on the Shared Channel and to maintain Sharee's FCC license, provided that Sharee shall transmit content provided by Sharer using the Transmission Facilities and Shared Equipment and further provided that Sharee's access to the Transmission Facilities and Shared Equipment shall not impair Sharer's access to the Transmission Facilities or otherwise impair Sharer's Allocated Bandwidth and usage rights under this Agreement. Notwithstanding anything to the contrary herein, in the event any of the foregoing shall occur, or be reasonably likely to occur, and impairs, or may be reasonably likely to impair, Sharee's ability to fulfill its obligations hereunder, Sharer shall have any and all remedies it may have at law, in equity or under this Agreement.

(f) Future Incentive Auction. Notwithstanding any other provision in this Agreement, in the event that there is another incentive auction similar in nature to the Incentive Auction at which the parties would be permitted to bid on relinquishing the license for the Shared Channel, Sharer shall have the right to request that Sharee join with Sharer in bidding on the relinquishment of the Shared Channel for a price no lower than a reserve price agreed to by the parties. In the event that the parties' relinquishment bid is successful, the proceeds of the auction shall be used to reimburse Sharee for its initial investment of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) (the "**Monetary Compensation**") to the Sharer in accordance with the following terms and conditions: in years one to ten of the inception of this agreement, Sharee would receive the full Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000.00) (the "**Monetary Compensation**") as reimbursement, in years eleven to twenty of the inception of this agreement, Sharee would receive half of the Monetary Compensation, Two Million One Hundred Twenty Five Thousand Dollars (\$2,125,000.00) (the "**Monetary Compensation**") as reimbursement, and in years twenty-one to thirty of the inception of

this agreement, Sharee would receive One Half of a Million Dollars (\$500,000.00) (the “**Monetary Compensation**”) as reimbursement, to the Sharer in accordance; and at such time as the Shared Channel operations are terminated following such auction, this Agreement shall terminate.

(g) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

12. Dispute Resolution

(a) Governing Law; Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to the choice of law or conflict of law provisions thereof. Any action, suit or other proceeding arising from or relating to this Agreement must first be brought in the U.S. District Court for the Middle District of Florida, Orlando Division.

(b) Issue Resolution Process. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties hereto shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties through consultations among their respective senior executives. If the issue remains unresolved within a period of sixty (60) days, either party may elect to submit the dispute to binding arbitration pursuant to Section 12(c).

(c) Arbitration. Any dispute, controversy or claim arising from or relating to this Agreement and submitted by either party to arbitration pursuant to the procedures set forth in Section 12(b) or as otherwise set forth in this Agreement shall be settled by arbitration administered by the American Arbitration Association under its applicable Procedures for Large, Complex Commercial Disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court have jurisdiction thereof. The arbitrators will be selected from a panel of persons having experience with and knowledge of the commercial and noncommercial broadcast television industry.

(d) Preliminary Relief; Remedies; Specific Performance. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, any interim or provision relief that is necessary to protect the rights or property of that party pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). In the event of failure or threatened failure by either party to comply with the terms of this Agreement, and in addition to any rights or process provided for in Section 11, the other party shall be entitled to seek an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to seeking enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

13. General Provisions

(a) Confidentiality. Subject to the requirements of applicable law or court order or as otherwise agreed upon by the parties, all non-public information regarding Sharer and Sharee and their respective businesses and properties that is disclosed in connection with the negotiation, execution or performance of this Agreement (including any financial information) shall be confidential and shall not be disclosed to any other person or entity, except that such information may be disclosed to either party's respective lenders, counsel, accountants, governing boards, and other representatives and principals assisting the parties (as the case may be) who will be bound by the confidentiality imposed herein, or as required by subpoena or other legal process. Notwithstanding anything to the contrary

herein, the parties acknowledge that they may be required to submit to the FCC a copy of this Agreement with their applications for construction permits and/or licenses for operation pursuant to this Agreement. This section shall survive any termination or expiration of this Agreement for as long as the confidential information is still in a party's possession, but a party may destroy any such information in accordance with applicable law, including public records retention requirements, following the expiration of any pertinent retention periods, in which case the confidentiality obligations shall cease at that time.

(b) Information.

(i) Each party shall provide the other party with copies of any FCC notice of violation or notice of apparent liability, or any other notice from any governmental entity, that it receives with respect to the technical operations of its station.

(ii) If either party becomes subject to litigation or similar proceedings before the FCC (including without limitation initiation of enforcement actions), Internal Revenue Service or other court or governmental authority that is reasonably likely to have a material adverse effect on such party or its television station using or proposed to be using the Shared Channel, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

(iii) If either party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it, files for reorganization or arranges for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of its assets or of the assets related to its television station using or proposed to be using the Shared Channel, or it makes an assignment for such purposes for the benefit of creditors, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

(c) Rights of First Refusal. Neither party hereto shall transfer, sell, assign or otherwise dispose of (each, a "**Transfer**") its FCC channel sharing television broadcast license authorizing it to broadcast on the Shared Channel ("**Transferred License**") unless such party (the "**Selling Party**"), first offers to sell the Transferred License to the other party ("**Non-Selling Party**") pursuant to the terms of this Section 13(c); provided, however, that this Section 13(c) shall not apply in any circumstance in which the Non-Selling Party is not legally qualified under FCC rules and policies to hold the Transferred License.

(i) No Transfer may be made under this Section 13(c) unless the Selling Party has received a Bona Fide Offer (the "**Purchase Offer**") from a legally-qualified third party (the "**Purchaser**") to purchase the Transferred License for a purchase price (the "**Offer Price**") payable at a closing, which offer shall be in writing, signed by the Purchaser and shall be irrevocable for a period ending no sooner than the day following the end of the Offer Period pursuant to Section 13(c)(iii) below.

(ii) Prior to making any Transfer that is subject to the terms of this Section 13(c), the Selling Party shall give to the Non-Selling Party written notice (the "**Offer Notice**") that it has received a Purchase Offer and shall include a copy of such Purchase Offer therein. The Offer Notice shall constitute an offer (the "**Firm Offer**") to sell the Transferred License to the Non-Selling Party under the same terms and conditions as are set forth in the Purchase Offer.

(iii) The Firm Offer shall be irrevocable for a period (the "**Offer Period**") ending at 11:59 P.M., local time at the Non-Selling Party's principal place of business, on the thirtieth (30th) day following the day of the Offer Notice.

(iv) At any time during the Offer Period, the Non-Selling Party, if legally qualified to do so, may elect to accept the Firm Offer by providing written notice thereof (a "**Purchase Election Notice**") to the Selling Party prior to the expiration of the Offer Period. If the Non-Selling Party so elects to purchase the Transferred License, then the closing of such purchase shall be held at the principal office of the Non-Selling Party at a time and on a date mutually agreeable to the Selling Party and the Non-Selling Party (or, in the absence of an agreement between the Selling Party and the Non-Selling Party, at 10:00 A.M. on the later of the closing date specified in the Purchase Offer or the thirtieth (30th) calendar day after the date of the Non-Selling Party's acceptance of the Firm Offer). The closing of such purchase shall be expressly conditioned upon and subject to obtaining any required FCC approvals.

(v) If, at the conclusion of the Offer Period, the Non-Selling Party shall not have delivered a timely Purchase Election Notice to the Selling Party, then the Selling Party shall have the right to proceed to sell Transferred License to the Purchaser on the terms and conditions, and on the closing date, specified in the Purchase Offer. If the Transferred License is not sold to the Purchaser on the terms and conditions and the closing date specified in the Purchase Offer, such Transferred License shall again become subject to, and may not be sold except after compliance with this Section 13(c).

(vi) As used herein, the term "**Bona Fide Offer**" means any written offer to purchase Transferred License which (i) sets forth with specificity all its material terms and conditions; (ii) is made by a third party who is legally and financially capable of completing such offer; (iii) the closing of which will occur no later than one (1) year after the date on which such offer is received by the Selling Party; and (iv) states that the proposed transferee agrees to be bound by the terms of this Agreement upon Transfer of Transferred License to it.

(d) Assignment. Neither party may assign, delegate or otherwise transfer this Agreement, except that, subject to Sections 11 and 13(c) and the receipt of any required FCC consents, (i) upon prior written notice, Sharer may assign this Agreement to any FCC-approved assignee of Sharer's FCC license for Sharer's Station or transferee of Sharer or Sharer's Station and who assumes this Agreement effective upon consummation of such assignment or transfer, in a writing delivered to the Sharee; and (ii) upon prior written notice, Sharee may assign this Agreement to any FCC-approved assignee of Sharee's FCC license for Sharee's Station or transferee of Sharee or Sharee's Station and who assumes this Agreement effective upon consummation of such assignment or transfer, in a writing delivered to the Sharer. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and upon any such succession or assignment, the successor or transferee shall be deemed to be a party to this Agreement in substitution for the assigning or transferring party, whereupon the assigning or transferring party shall cease to be a party to this Agreement and shall cease to have any rights or obligations under this Agreement. No assignment, delegation or other Transfer shall relieve any party of any obligation or liability under this Agreement whose performance, or payment, became due prior to the date of such assignment, delegation or transfer. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

(e) Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules of the FCC. If any provision

of this Agreement is deemed invalid or unenforceable to any extent by any court of competent jurisdiction or the FCC, the remainder of this Agreement and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability shall change the basic economic positions of the parties, then the parties shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with such court or FCC decision.

(f) Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Sharer: University of Central Florida
12461 Research Parkway, Suite 550
Orlando, FL 32826
Attn: Phillip Hoffman

with a copy to (which shall not constitute notice):

Todd D. Gray
Gray Miller Persh, LLP
1200 New Hampshire Ave., N.W., Suite 410
Washington, DC 20036

if to Sharee: Good Life Broadcasting, Inc.
31 Skyline Drive
Lake Mary, FL 32746
Attn: Steven Stiger

with copies to (which shall not constitute notice) to:

Robert B. White Jr.
White & Luczak, P.A.
615 West Morse Boulevard, Suite 111
Winter Park, Florida 32789

(f) Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon the parties.

(g) Amendment, Construction; Entire Agreement; Counterparts. This Agreement may not be amended except in a writing executed by both parties. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver or consent is sought. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in counterparts, and once signed, any reproduction of this Agreement made by reliable means (for example, .pdf or .TIFF format), will be considered an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Channel Sharing and Facilities Agreement as of the date first set forth above.

SHARER:

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

By:

Name:

Title:

SHAREE:

GOOD LIFE BROADCASTING, INC., a Florida
not-for-profit corporation

By:_____

Name:

Title:

Schedule A

Description of New Combiner

ITEM: **BOT-2**

**University of Central Florida
BOARD OF TRUSTEES**

SUBJECT: In-State Tuition Eligibility

DATE: September 26, 2017

PROPOSED BOARD ACTION

Approve Governor Rick Scott's request that students who have been displaced from their homes in Puerto Rico be eligible for in-state tuition at UCF.

BACKGROUND INFORMATION

Governor Scott has requested that students who have been displaced from their homes in Puerto Rico be eligible for in-state tuition.

Supporting documentation: Letter from Governor Rick Scott dated September 26, 2017

Prepared by: Rick Schell, Vice President and Chief of Staff

Submitted by: John C. Hitt, President



RICK SCOTT
GOVERNOR

September 26, 2017

Dear President Hitt and Chair Marchena:

As families across our state recover from the devastation left behind by Hurricane Irma, we must be mindful of our neighbors in Puerto Rico who have been similarly impacted by Hurricane Maria. I want to be sure that Florida does everything possible to assist Puerto Ricans wherever possible.

It is important that students from Puerto Rico have access to every resource needed to continue their education. I am encouraging you to allow any student who has been displaced from their home in Puerto Rico by Hurricane Maria to be eligible for in-state tuition at your institution. Right now, families are beginning the challenging process of repairing and rebuilding their lives. Access to in-state tuition will ease the burden for students and families during this difficult time and allow them to focus on their education during a time of recovery.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Scott".

Rick Scott
Governor

cc: University of Central Florida, Board of Trustees
Mr. Marshall Criser - Chancellor, State University System