

Board of Trustees Meeting

Feb 18, 2021 8:30 AM - 1:30 PM EST

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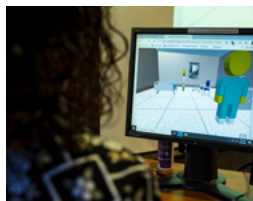
5 THINGS TO KNOW

READ MORE ABOUT UCF AT [UCF.EDU/NEWS](https://ucf.edu/news)



Sharing Orlando's History on a National Stage

Students in UCF's *Advanced Documentary Workshop* class created an award-winning film that premiered this month on 116 PBS stations across the nation. The film, *Marching Forward*, tells the story of how band directors at two Orlando segregated high schools — one black and one white — crossed the color line and worked together to take their students on the trip of a lifetime to the 1964 New York World's Fair. It was co-directed by Associate Professor of History Robert Cassanello, Associate Professor of Film Lisa Mills and then-student Oswmer Louis '18.



Ranking Among the Top 15 for Online Undergraduate Programs

For the fourth consecutive year, UCF's online bachelor's programs ranked among the top 20 in the nation, moving up two spots this year to No. 14. UCF also ranked No. 12 for Best Online Graduate Criminal Justice Programs, No. 20 for Best Online Bachelor's Programs for Veterans, and No. 27 for Best Online Master's in Nursing Programs. UCF launched its first online courses in 1996, marking this year the 25th anniversary of online learning for the university.



Advancing to Global COVID-19 Competitions

Two teams of UCF researchers have advanced to Phase 2 of the Pandemic Response Challenge. The global competition aims to develop data-driven AI systems that predict COVID-19 infection rates and prescribe intervention plans that can be implemented by regional governments, communities and organizations to minimize harm when reopening. The UCF teams were among 48 others selected from 17 countries. A winner will be announced on Feb. 26 and will receive \$500,000.



Developing Safer, More Sustainable Batteries

Lithium-ion batteries power everything from cell phones to electric cars but are fire-prone and contain toxic metals and solvents that can leak and contaminate soil and groundwater. To combat this, UCF researchers partnered with researchers from the University of Houston, Pacific Northwest National Laboratory, Oregon State University and Argonne National Laboratory to develop a new battery using seawater that's safer for both humans and the environment.



Selected by NASA to Develop Ways to Deal with Moon Dust

A team of UCF students, led by Professor of Chemistry Lei Zhai, was one of seven teams from universities across the nation selected as winners of NASA's Breakthrough, Innovative, and Game-changing (BIG) Idea Challenge. Moon dust poses a unique danger both to astronauts and their equipment during lunar missions, by coating and clinging to everything. To combat it, UCF's team will collaborate with Morphotonics to design a new type of material that will cover the exterior of spacesuits, thus making it easier to remove and prevent Moon dust from entering lunar habitats.



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees Meeting
February 18, 2021
FAIRWINDS Alumni Center
8:30 a.m. – 1:30 p.m.**

Livestream: https://youtu.be/t40VnH_gfLA

AGENDA

- | | |
|--|--|
| 1. Welcome and Call to Order | Beverly Seay, <i>Chair, UCF Board of Trustees</i> |
| 2. Roll Call | Karen Monteleone, <i>Assistant Vice President, Board Relations</i> |
| 3. Public Comment | Karen Monteleone |
| 4. Minutes of the December 3, 2020;
December 17, 2020; and
January 26, 2021 meetings | Chair Seay |
| 5. Remarks | Chair Seay |
| 6. Reports (25 minutes) | Chair Seay |
| Discussion | President's Action Report
President Cartwright |
| 7. Committee Reports (30 minutes) | |
| Advancement | Chair Gaekwad |
| Audit and Compliance | Chair Conte |
| Compensation and Labor | Chair Sprouls |
| CL – 1 Motion | Presidential Incentive Plan Model |
| Educational Programs | Chair Bradley |

Executive Committee		Chair Seay
Finance and Facilities		Chair Mills
FF – 1	Motion	Amendment to Aramark Contract
FF – 2	Motion	Rent Concessions for Independent Retail Vendors
FF – 3	Motion	Performing Arts Complex Phase II
Governance		Chair Okaty
GOV – 1	Motion	Vice Chair Vacancy
8. Consent Agenda		Chair Seay
AUD – 1	Motion	Board of Governors' Performance-based Funding Data Integrity Certification Audit Report (<i>Conte</i>)
AUD – 2	Motion	Performance-based Funding Data Certification Form (<i>Conte</i>)
CL – 2	Motion	Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the American Federation of State, County and Municipal Employees (<i>Sprouls</i>)
CL – 3	Motion	Article 23 Salaries for 2020-2021 BOT-UFF Collective Bargaining Agreement (<i>Sprouls</i>)
FF – 4	Motion	Change Campus Type for South Orlando Site (2) (<i>Mills</i>)
FF – 5	Motion	Direct Support Organizations' 2020-21 Amended Budgets (<i>Mills</i>)
FF – 6	Motion	Parking and Housing 2021-22 Auxiliary Facilities Operating Budget (<i>Mills</i>)
GOV – 2	Motion	Revisions to Resolution on Presidential Authority (<i>Okaty</i>)
GOV – 3	Motion	Bi-Annual Board Self-Assessment Process (<i>Okaty</i>)
GOV – 4	Motion	Amendments to University Regulation UCF-7.130 Administration and Finance; Procurement Services (<i>Okaty</i>)

9. New Business

10. Break (10-minutes)

Chair Seay

11. Campus Culture and Climate (2 ½ hours)

Chair Seay

Discussion

Guest Speaker: Dr. Traki Taylor, Chief Diversity, Equity and Inclusion Officer, State University System of Florida

Discussion

Guest Speaker: Dr. Sharon L. Fries-Britt, Professor of Higher Education, University of Maryland-College Park

Discussion

Role of Human and Computing Systems in Justice, Diversity, Equity, and Inclusion
Panelists: Dr. Juan C. Cendan, MD, Professor of Surgery and Chairman, Department of Medical Education and Dr. Pamela Wisniewski, Associate Professor, Department of Computer Science

Discussion

Q&A with Guest Speakers and Faculty Panelists

12. Break (10-minutes)

13. Working Lunch (1 hour)

Discussion

Guest Speaker: James D. White, Former Chairman, CEO and President, Jamba Inc.

14. Announcements

Chair Seay

March 18, 2021

Board of Trustees Virtual Meeting
(as needed)

March 29 – April 2, 2021

UCF's Student Research Week
(virtual <https://researchweek.ucf.edu/>)

April 22, 2021

Board of Trustees Meeting
(TBD)

March 23 – 24, 2021

Board of Governors Meeting
Florida Agricultural and Mechanical University, Tallahassee

15. Adjournment

Chair Seay

**Minutes
Board of Trustees Meeting
University of Central Florida
December 3, 2020**

Chair Beverly Seay called the meeting of the Board of Trustees to order at 8:32 a.m. in The Celeste Hotel.

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

WELCOME

Seay welcomed the board members and called on Karen Monteleone, Assistant Vice President, Board Relations, to call the roll. Monteleone determined that a quorum was present.

The following board members attended the meeting in person: Chair Beverly Seay and Trustees Kenneth Bradley, Joseph Conte, Danny Gaekwad, Joseph Harrington, Sabrina La Rosa, Caryl McAlpin, Harold Mills, Michael Okaty, David Walsh, and William Yeargin.

The following board member attended the meeting virtually: Vice Chair Alex Martins

Trustee John Sprouls was not in attendance.

PUBLIC COMMENT

There were no requests for public comment.

MINUTES

Seay called for approval of the meeting minutes of the October 22, 2020 meeting, which were approved as presented.

REMARKS

Seay thanked The Celeste Hotel and its management for hosting the Board of Trustees meeting.

Seay shared some words of thanks to students for their resilience and compassion for their fellow Knights, faculty and staff for their dedication and ability to adapt quickly as health conditions changed, and members of the community for all of their support for UCF during these unprecedented times.

Seay called on President Cartwright for his remarks.

REPORTS

President's Action Report

Cartwright congratulated Chair Beverly Seay and Vice Chair Alex Martins on being named to *i4 Business Magazine's* 2020 Business Leaders of the Year; Martins as the honoree in the Economic Development Category and Seay as the key honoree for 2020. Cartwright also acknowledged UCF alumnus Jason Eichenholz as the honoree in the Industry category.

Cartwright provided an update on the Arecibo Observatory.

Cartwright provided updates on the following leadership positions:

- Senior Vice President for Administration and Finance – Cartwright stated Gerald Hector had been selected as Senior Vice President for Administration and Finance.
- Vice President for Information Technology and CIO – Cartwright stated finalist interviews had concluded.
- VP for Student Development and Enrollment Services and Vice President for Equity, Inclusion and Diversity – Cartwright stated these positions would be the next areas of focus.
- Vice President and General Counsel – Cartwright stated Youndy Cook is serving as interim Vice President and General Counsel while the administration begins the process of launching a national search for the next general counsel.

Cartwright said more than 850 students participated in Grad Walk over a nine-day period in November and more than 1,000 students have registered for the experience in the coming weeks.

Cartwright called on Trustee La Rosa to provide an update.

- La Rosa commented on how Student Government has been working to engage with students and create unique experiences during the fall semester.

Cartwright commented on COVID-19 and spring planning. He indicated both face-to-face and remote teaching have been reasonably effective over the fall. Cartwright said the campus community has complied well with the COVID-19 policies and there have been no indications of any transmission from within the classroom. He said there will be more face-to-face teaching in the spring than in the fall semester. Cartwright stated the campus community will still be required to wear face masks, practice social distancing in classrooms and across campus, and adhere to other safety measures until they are no longer recommended by state and federal health organizations.

Cartwright said students are encouraged to self-quarantine before returning to campus in the spring. He also noted all housing students will be tested prior to classes beginning. Cartwright said the university will continue to conduct random testing and partner with AVENTUS to provide testing on campus in Parking Garage A.

Cartwright said that, once the vaccine becomes available this spring, UCF may be a mass vaccination site with the potential to provide vaccinations to up to 20,000 individuals. A team led by Dr. Michael Deichen, associate vice president of student health services, is working on the plan in coordination with the Florida Department of Health.

- Cartwright provided an update on BRIDG. The UCF administration is in negotiations with Osceola County regarding the lease of the advanced manufacturing facility at Neo City and the newest partner interested in taking over the facility, SkyWater Technology. Cartwright said SkyWater is the most advanced U.S.-based and solely U.S.-owned, DMEA accredited pure play technology foundry, specializing in advanced innovation engineering services and volume manufacturing of a wide variety of differentiated integrated circuits. Cartwright stated that once the negotiations are finalized, the details will be brought to the board for a vote.

Cartwright shared two stories out of the College of Engineering and Computer Science.

- The Institute of Electrical and Electronics Engineers at UCF, a student-led organization, is working to find opportunities for student engineers to gain practical, hands-on experience while adhering to social distancing and safety protocols.
- Graduate student Michael Roberts won second place at this year's U.S. Department of Energy's CyberForce Competition, which was held virtually last month.

Cartwright concluded his report.

COMMITTEE REPORTS

Seay called on Youndy Cook, Interim Vice President and General Counsel, to read any disclosures of conflict of interest from the trustees. There were no disclosures for this meeting.

ADVANCEMENT COMMITTEE REPORT

Gaekwad, Chair of the Advancement Committee, reported highlights from the committee meeting held on November 19, 2020.

AUDIT AND COMPLIANCE COMMITTEE REPORT

Conte, Chair of the Audit and Compliance Committee, reported highlights from the committee meeting held on November 19, 2020. He reported AUD-1 was unanimously approved by the committee and placed on the Board's consent agenda.

COMPENSATION AND LABOR COMMITTEE REPORT

With Sprouls not in attendance, Seay reported the committee had not met since the last Board of Trustees meeting.

EDUCATIONAL PROGRAMS COMMITTEE REPORT

Bradley, Chair of the Educational Programs Committee, reported highlights from the committee meeting held on November 18, 2020.

EP-1 Conferral of Degrees

Bradley moved EP-1 with McAlpin providing the second. The motion passed.

Bradley reported that EP-2 was unanimously approved by the committee and placed on the Board's consent agenda.

EXECUTIVE COMMITTEE REPORT

Seay, Chair of the Executive Committee, reported the committee had not met since the last Board of Trustees meeting.

FINANCE AND FACILITIES COMMITTEE REPORT

Martins, Chair of the Finance and Facilities Committee, reported on highlights from the meeting held on November 19, 2020. He noted the items related to athletics financials had been removed from the agenda. Since the FFC meeting, the university is considering additional options to support athletics and needed time for review.

Martins reported that FF-1 and FF-2 were unanimously approved by the committee and placed on the Board's consent agenda.

GOVERNANCE COMMITTEE REPORT

Yeargin, Chair of the Governance Committee, reported highlights from the committee meeting held on November 19, 2020.

Yeargin reported that GOV-1 through GOV-5 were unanimously approved by the committee and placed on the Board's consent agenda.

CONSENT AGENDA

Gaekwad moved to approve the consent agenda with Bradley providing the second. The motion passed.

ANNOUNCEMENTS

Seay made several announcements regarding upcoming meetings.

ADJOURNMENT

Seay adjourned the board meeting at 9:20 a.m.

Reviewed by: _____

Beverly Seay, Chair UCF Board of Trustees

Date: _____

Respectfully submitted: _____

Janet Owen, Associate Corporate Secretary

Date: _____

**Minutes
Board of Trustees Special Meeting
University of Central Florida
December 17, 2020**

Chair Beverly Seay called the special meeting of the Board of Trustees to order at 2:00 p.m.

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

WELCOME

Seay welcomed the board members and called on Karen Monteleone, Assistant Vice President, Board Relations, to call the roll. Monteleone determined that a quorum was present.

The following board members attended the meeting virtually: Chair Beverly Seay, Vice Chair Alex Martins, Trustees Kenneth Bradley, Joseph Conte, Joseph Harrington, Sabrina La Rosa, Carly McAlpin, Harold Mills, Michael Okaty, and David Walsh.

Trustees Danny Gaekwad, John Sprouls and William Yeargin were not in attendance.

PUBLIC COMMENT

There were no requests for public comment.

NEW BUSINESS

Seay called on President Alexander Cartwright to share information regarding UCF Athletics. Cartwright stated that during the November 19, 2020, Finance and Facilities meeting, Athletics leadership provided an update regarding the financial impact of COVID-19.

Cartwright said facility capacities for athletics events have been significantly diminished causing revenue shortfalls and expenses for testing, additional sanitization, and travel protocols, which have increased costs. Because of this, UCF Athletics was facing a \$14.9 million budget shortfall for the current fiscal year. Cartwright said the staff has worked to reduce expenses by just over \$9.1 million and have been working to maximize revenues, raising over \$1.5 million in philanthropic support, with \$1 million coming from coaches and Athletics staff. He went on to say that even with these efforts, Athletics is still facing temporary cash flow issues through June 2022. Cartwright said UCF Athletics leadership and University Finance leadership are working on a long-term solution but in the short-term, administration is requesting approval of two of the three items that were presented in November to assist UCF Athletics with their short-term cash needs as the administration works on a more strategic long-term solution.

Cartwright said the first item, if approved, would defer \$2 million in loan payments that UCF Athletics owes the University over the next two fiscal years. He said the interest on the loan will continue to accrue during the deferment and will have to be paid in addition to the deferred principal payments. Cartwright said the second item, if approved, would provide UCF Athletics with a \$4 million line of credit from the UCF Foundation. He said this is an increase of \$1 million from what was discussed in November, following an additional review of the UCF Foundation's reserves.

Cartwright concluded his report.

Conte confirmed it was a no collateral loan.

Seay called on Youndy Cook, Interim Vice President and General Counsel, to read any disclosures of conflict of interest from the trustees. There were no conflict of interest disclosures for this meeting.

FF – 1 UCFAA Request to Defer 2020-21 and 2021-22 Loan Payments to UCF

Martins made a motion to approve to FF-1 with McAlpin providing the second.

The trustees had the following comments:

- Harrington asked for clarification on the interest paid and asked for confirmation that this item would pass an audit.
- Walsh thanked the Athletics team for their philanthropic support.

The motion passed.

FF – 2 Temporary Support for UCF Athletics

Martins made a motion to approve FF-2 with McAlpin providing the second.

The trustees had the following comments:

- Harrington asked about the reserves being used from the UCF Foundation based on a potential cut from the state and UCF's overall financial situation.
- Conte asked what the condition of reserves are for UCF Foundation.
- Seay pointed out that this is a loan from UCF Foundation and will be paid back.
- Okaty requested confirmation that this loan is compliant with the statute for direct support organizations.
- Bradley asked if Athletics had any unreserved and unrestricted funds held by the UCF Foundation that could be used.

The motion passed.

INFO – 1 Advanced Manufacturing Partnership in Osceola County

Seay called on Cartwright to provide an update on the advanced manufacturing partnership in Osceola County.

Cartwright provided the history on the advanced manufacturing partnership and how the project's business plan subsequently changed. He noted the original plan was a model where companies or other external parties would pay membership fees to use the facility to create new

intellectual property. Cartwright said that plan evolved into a manufacturing center focused on obtaining grants and contracts to test and package semiconductor chips for federal agencies.

Cartwright said following the veto of recurring state support of \$5M and the facility's focus on manufacturing, UCF has worked with Osceola County to attract a new partner, Skywater Technology, to assume UCF's rights and operating obligations of the leased facility.

Cartwright said Skywater Technology is a U.S.-based and U.S.-owned pure play technology foundry, specializing in advanced innovation engineering services and volume manufacturing of a wide variety of differentiated integrated circuits.

Cartwright noted UCF's future partnership in Osceola County and with Skywater will now be focused primarily on research.

ADJOURNMENT

Seay adjourned the board meeting at 2:41 p.m.

Reviewed by: _____ Date: _____
Beverly Seay, Chair UCF Board of Trustees

Respectfully submitted: _____ Date: _____
Janet Owen, Associate Corporate Secretary

Minutes
Board of Trustees Special Meeting
University of Central Florida
January 26, 2021

Chair Beverly Seay called the special meeting of the Board of Trustees to order at 2:15 p.m.

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

WELCOME

Seay welcomed the board members and called on Karen Monteleone, Assistant Vice President, Board Relations, to call the roll. Monteleone determined that a quorum was present.

The following board members attended the meeting virtually: Chair Beverly Seay, Vice Chair Alex Martins, Trustees Kenneth Bradley, Bill Christy, Jeff Condello, Joseph Conte, Danny Gaekwad, Joseph Harrington, Sabrina La Rosa, Caryl McAlpin, Harold Mills, Michael Okaty, and John Sprouls.

PUBLIC COMMENT

There were no requests for public comment.

NEW BUSINESS

Seay welcomed new Trustees Christy and Condello to the Board of Trustees.

BOT – 1 Advanced Manufacturing Partnership in Osceola County

Seay called on President Cartwright to provide an update on the advanced manufacturing partnership in Osceola County.

Cartwright said that in 2014, UCF and Osceola County agreed to pursue a project that would offer industry partners and others the opportunity to share equipment and conduct research needed to profitably access the next-generation sensor economy. He stated that it originally was envisioned as a consortium with corporate and other external memberships and \$125 million in long-term state support, and that the project included a research and advanced manufacturing facility to be constructed and financed by Osceola County. Cartwright said in lieu of cash rent, UCF agreed to be responsible for payment of operating expenses of the facility, and that there were state recurring and non-recurring funds that enabled this partnership.

Cartwright stated that subsequent to the initial plan, the project's business plan changed and evolved into a manufacturing center focused on testing and packaging semiconductor chips for federal agencies. He also said the governor vetoed all state recurring and non-recurring funds for the project in June 2020. Cartwright said that with the shift in focus to manufacturing and the subsequent veto of state funding, the administration team, led by UCF Professor Ronald Piccolo, Chair of the Department of Management and Galloway Professor in the College of Business, worked with Osceola County to identify a partner better suited to operate and manage the advanced manufacturing facility.

Cartwright said that in December, administration shared that the Osceola County Commission would review an agreement to transition UCF's operating responsibilities to SkyWater Technologies, which would become the leading partner at NeoCity. He noted that SkyWater is the most advanced U.S.-based and solely U.S.-owned, Defense Microelectronics Activity (DMEA)-accredited pure play technology foundry specializing in advanced innovation engineering services and volume manufacturing of a wide variety of differentiated integrated circuits.

Cartwright said the agreements being presented for approval will transition all of UCF's operating obligations to SkyWater and noted that UCF's partnership with Osceola County and now SkyWater will focus on research and building a talent pipeline for the advanced manufacturing activity in NeoCity.

Cartwright said the terms of the agreement include:

- UCF's operating obligations under the lease and Kissimmee Utility agreements will be assigned to SkyWater and all other third-party agreements will be terminated.
- For an eight-year period, UCF will maintain access to the facility, without an access fee, to conduct research activity in coordination with SkyWater.
- SkyWater will work collaboratively with UCF on research opportunities at the R&D center.
- UCF will provide transition funding to Osceola County to encourage research at the R&D Center.
 - \$7.5 million will be paid at the time the new agreement is approved and executed.
 - \$5 million will be paid in July 2021 and \$2.5 million will be paid in July 2022 from university carry forward funds.
- This transition funding will relieve the university of all operating obligations under the current lease. Those obligations are estimated to be \$3.5 million to \$10.5 million annually when operating fully, and have a conservative present value of \$61 million.
- Any operating expenses incurred by the university between January 25th, 2021, and the date the transfer of the facility is completed will be reimbursed from the transition funding.

Cartwright concluded his remarks.

Martins made a motion to approve BOT-1 with Sprouls providing the second.

The trustees had the following comments:

- Mills asked for clarification on the UCF employees that were on the payroll.
- Christy asked clarifying questions on the settlement agreement and lease.
- Bradley asked for clarification on UCF's agreement with IMEC.

ADJOURNMENT

Seay adjourned the board meeting at 2:38 p.m.

Reviewed by: _____
Beverly Seay, Chair UCF Board of Trustees

Date: _____

Respectfully submitted: _____
Janet Owen, Associate Corporate Secretary

Date: _____

UCF BOARD OF TRUSTEES
Agenda Item Summary
 February 18, 2021

Title: Presidential Incentive Plan Model

☐ Information ☐ Information for upcoming action ☒ Action

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

A proposed Presidential Incentive Plan model is presented for approval.

The Compensation and Labor Committee is authorized by the board of trustees to oversee an annual assessment of the president's performance and compensation, and present recommendations to the board for approval.

Background Information:

The March 2013 Third Amended Presidential and Compensation Review Policy requires an annual review of the president's performance and compensation and delegates the responsibility for organizing and conducting the process to the Compensation and Labor Committee.

The president's employment agreement provides for President Cartwright's eligibility to receive an annual incentive award, based on the accomplishment of his annual goals, reasonably agreed to between Dr. Cartwright and the Board, as reasonably determined by the Board. The incentive bonus shall not exceed 50% of base salary.

The university has engaged with The Segal Group, Inc. to develop the proposed Presidential Incentive Plan Model.

Recommended Action:

Approve the Presidential Incentive Plan Model.

Alternatives to Decision:

Amend or reject the proposed Model.

Fiscal Impact and Source of Funding:

There is no fiscal impact at this time. The presidential employment agreement provides for an incentive bonus of not more than 50% of his base salary (or up to \$300,000). However, final approval for the Presidential Incentive Plan will be required after metrics are assigned.

Authority for Board of Trustees Action:

BOG Regulation 1.001(5)(a),(b)

Contract Reviewed/Approved by General Counsel ☐ NA ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Maureen Binder, Associate Vice President and Chief Human Resources Officer

Supporting Documentation:

Attachment A: Presidential Incentive Plan Model

Attachment B: Presidential Performance and Compensation Review Policy

Facilitators/Presenters:

Maureen Binder, Associate Vice President and Chief Human Resources Officer

University of Central Florida

Presidential Incentive Plan Recommendation

Presentation to the Compensation & Labor Committee

February 10, 2021 / Jason Adwin / Yelena Stiles

| Agenda

Introduction

Incentives in Higher Education

Guiding Principles

Recommended Incentive Plan Design

Incorporating Longer-Term Metrics

Presidential Evaluation Process

Appendix

Introduction

- The University of Central Florida engaged Segal to assist in creating the plan structure and mechanics around the President's incentive opportunity.
- Segal worked with UCF Human Resources, President's Office, and the Board Chair to evaluate various incentive plan alternatives and select the best fit for the University.
- The recommended plan design uses select 2020-2021 goals approved by the Board as illustrations:
 - Build Strong Leadership Team
 - Invest in Academic Excellence
 - Increase UCF's Research Capacity
 - Deliver Action on Diversity, Equity, and Inclusion Initiatives
 - Presidential Leadership Competencies

The Board Chair will work with the President to finalize goals and metrics for FY 2021 and subsequent years thereafter.

Incentive Pay in Higher Education

Prevalence and Eligibility Among Presidents and Chancellors¹

	Providing Incentive		Incentive as a Percent of Salary				Incentive Dollar Value (\$000s)			
Institution Type (# institutions)	N	%	P.25	P.50	Avg	P.75	P.25	P.50	Avg	P.75
R1 Publics (n=103)	25	24%	10%	21%	22%	25%	\$74	\$118	\$148	\$203
Other Publics (n=184)	51	28%	6%	13%	17%	20%	\$28	\$57	\$79	\$101
Privates (n=533)	156	29%	8%	15%	17%	27%	\$40	\$81	\$89	\$147

- Approximately 25% – 30% of Presidents received an incentive; the above numbers include a combination of performance and retention incentives
- In our experience, the nature of the incentive plans is a relatively equal mix of quantitative and qualitative evaluations
- Incentive prevalence is similar across public and private institutions
- The competitive range of opportunity is generally 10% – 30% of base salary
 - R1 public institutions provide higher awards (as both a percent of base and a dollar value)
 - Incentive levels among publics and privates are consistent at the 25th and 50th percentiles

¹ Source: The Chronicle of Higher Education. Private data reflects calendar year 2017, public data reflects calendar year

2022. Generally includes all public doctoral universities (nonmilitary service) in the United States as well as all state college and university systems or governing boards with at least three campuses or 50,000 total students enrolled across the system in the most-recent academic year.

Guiding Principles for Incentive Plan Design



- Goals and metrics are flexible and change annually (along with performance targets and weights)
- Not every goal is compensable (i.e., part of the incentive calculation)
- Metrics for evaluation can be quantitative and qualitative, and will include a behavioral competency evaluation
- In Years 1 and 2, goals will focus on infrastructure building and investments; later years will focus on measureable outcomes
- No more than 4-6 goals will be part of the plan each year, and if weighted, no single goal will be less than 10% of incentive opportunity
- Board Chair works with Compensation & Labor Committee to submit award recommendation for approval by the Board

Recommended Incentive Model

Results evaluated and incentive award calculated with interpretation by goal

- Define 3 – 6 goals
- Set weights for each metric
- Performance scaling is optional (e.g. target, maximum)
- At the end of the performance period, evaluate performance for each goal and determine, in some cases qualitatively, the incentive award to be paid out for each goal

Illustrative Example

More Specific Metrics Required in Detail for Each Goal

Goal	Detail	Weight	Possible Incentive Award	Attainment	Performance Award
1 Build Strong Leadership Team	Recruit: <ul style="list-style-type: none"> • Sr. Vice President for Administration and Finance • Vice President and Chief Information Officer • Vice President for Operations and Safety • Vice President for Diversity, Equity, and Inclusion 	30%	\$90,000	Partially Met	Determined by BOT
2 Invest in Academic Excellence	<ul style="list-style-type: none"> • Create strategic faculty hiring plan • Reallocate \$5-10 million through operational efficiencies and savings in FY21 to support strategic hiring plan 	20%	\$60,000	Exceeded	Determined by BOT
3 Increase UCF's Research Capacity	Complete external review of research enterprise to <ul style="list-style-type: none"> • Assess ROI on memberships and other partnerships that drive research and economic development (e.g., FHTCC) • Present research metrics and measures to monitor return on investment with Board of Trustees • Increase the number of National Academy members within UCF's faculty 	15%	\$45,000	Exceeded	Determined by BOT
4 Deliver Action on Diversity, Equity, and Inclusion Initiatives	<ul style="list-style-type: none"> • Finalize and adopt a comprehensive Diversity, Equity and Inclusion Action Plan • Increase institutional resources that are dedicated to the work of diversity, equity, and inclusion across campus • Launch required diversity, equity and inclusion trainings for all employees in leadership positions • Develop and launch required search committee training with immediate emphasis on key leadership hires occurring in 2020 	15%	\$45,000	Met	Determined by BOT
5 Presidential Leadership Competency Assessment	Represents the behaviors associated with Presidential assessment criteria identified through the presidential search listening sessions and Board input (CLC-1,02/19/2020)	20%	\$60,000	Exceeded	Determined by BOT
24					
Total		100%	Not to Exceed \$300,000	N/A	Determined by BOT

Incorporating Long-Term Metrics

- We understand that UCF would like to measure long-term performance, yet the President's contract stipulates an annual incentive plan and measurement.
- To solve for this requires setting long-term performance goals and metrics today and translating them into an annual incentive construct.
- The Board can determine longer-term goals today and set preliminary performance targets, with a review and confirmation of the metrics at the beginning of each fiscal year.
- This can be done for the out years in the contract (e.g., years 3, 4, and 5) allowing sufficient time for the President to make progress against goals.
- Setting targets in advance can be problematic because by the time goals need to be approved by the Board, much of the performance period has already passed and the institution has insight into whether the goals have or will be achieved.
- However, this annual flexibility may be desirable given today's environment.

UCF Presidential Evaluation

Illustrative Process and Timeline

The BOG requires an annual assessment of the President's performance.
The following timeline illustrates the process.

September	<p>Following June 30 Fiscal Year End:</p> <ul style="list-style-type: none">• President completes annual self-assessment• CHRO distributes self-assessment report to Trustees for review• CHRO interviews each Trustee with respect to the Presidential Assessment Criteria and annual goals (every third year, third-party consultant conducts the interviews per policy)• BOT chair contacts BOG chair for input to evaluation; provides results to CHRO• CHRO shares results of evaluation with Board Chair and Committee Chair; prepares summary evaluation report• Board Chair determines compensation recommendations to be presented at the October Committee meeting
October – November	<p>BOT Compensation & Labor Committee meets to review for subsequent BOT approval:</p> <ul style="list-style-type: none">• Presidential evaluation summary report, Presidential self-assessment report, and compensation recommendations• Incentive results and award payouts for completed cycle• Next incentive cycle goals and metrics
December	<p>December BOT Meeting:</p> <ul style="list-style-type: none">• Presidential evaluation summary, Presidential self-assessment, and compensation approved• Incentive payout approved for Dec. 31 deadline• Next incentive cycle goals and metrics assigned

Board Chair will work with President in October and November to develop recommended goals and metrics for the following year.

| Appendix

- 1. Presidential Performance and Compensation Review Policy – Summary**
- 2. Incentive Regulations in Higher Education**
- 3. Proposed Presidential Leadership Competency Assessment Criteria**
- 4. Potential Long-Term Metrics**

Appendix 1: Presidential Performance and Compensation Review Policy – Summary

- President provides written management review statement
- Board Chair requests participation from the chair of the Board of Governors, who may involve the Chancellor
- Includes review of the President's responsiveness to the Board of Governors' strategic goals and priorities and the President's compliance with system-wide regulations
- Management review statement, any supplemental information the committee may have requested of the President, and any supplemental information the Committee developed is sent to all trustees and to the President before the Board of Trustees meeting at which the President's review, goals, and compensation will be acted upon. President attends this meeting
- After the Board's deliberation and action, minutes shall be published that document the review of the President's performance and evaluation

Appendix 2: Incentive Regulations in Higher Education

- In 2011, the Department of Education passed regulations tightening rules prohibiting the use of incentive compensation tied to admissions and financial aid. The regulations state:



The institution will not provide any commission, bonus, or other incentive payment based directly or indirectly on success in securing enrollments or financial aid to any persons or entities engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance...”

- Original “safe harbor” carved out managerial and supervisory employees who did not directly supervise employees involved in recruiting or admissions activities, or awarding the Title IV HEA program funds. However, the 2011 regulations expressly include higher level employees in this new definition
- In 2015, the Department commented that incentives based on *graduation or completion* are **allowed**, while incentives based on *retention or placement* remain in **violation** of the regulations
- Institutions must take care in ensuring incentive plans are compliant with these regulations
- The regulations do not prohibit developing clear, measurable performance goals—they just can’t be a factor in any type of monetary reward

Title IV regulations create complexity in the process and institutions may need to involve legal counsel when crafting incentive metrics.

Appendix 3: Proposed Presidential Leadership Competency Assessment Criteria

Criteria were identified through the presidential search listening sessions and Board input (CLC-1, 02/19/2020)

Criteria	Description
1. Personal Characteristics	<ul style="list-style-type: none"> A high level of integrity Resilient, able to learn from failures and move constantly forward Tolerant of risk and encourages creativity and innovation
2. Strong Academic Leader / Faculty Focus	<ul style="list-style-type: none"> An understanding, respect, and concern for the roles and responsibilities of the faculty Effective facilitator in cultures where governance is shared and buy-in is critical A strong personal and professional academic background
3. Student Focus	<ul style="list-style-type: none"> A sense of commitment to undergraduate education, as well as dedication to and understanding of graduate and professional education and research A respect and concern for students A commitment to student success in all areas of the collegiate experience
4. Proven Record of Diversity / Inclusion	<ul style="list-style-type: none"> Commitment to inclusion and diversity Desire and ability to include access and inclusion
5. Partnerships / External Relations	<ul style="list-style-type: none"> A demonstrated record of partnership and spirit of entrepreneurship The ability to work with a variety of government agencies
6. Administrative Leadership / Judgement / Decision Making	<ul style="list-style-type: none"> Anticipatory thinker A demonstrated record of building, nurturing, and working with a high-caliber leadership team A willingness to make strategic choices, timely decisions, and responsive actions Courageous decision maker who embraces the responsibility to make tough calls
7. Fundraising / Use of Resources	<ul style="list-style-type: none"> The ability to acquire resources from a variety of sources, including fundraising
8. Athletics Knowledge	<ul style="list-style-type: none"> Appreciation for the significant role of intercollegiate athletics in the life of the university
9. Knowledge of Metropolitan Universities	<ul style="list-style-type: none"> A keen understanding of the unique mission and the ability to lead a multistate metropolitan research university
10. Visionary Leader	<ul style="list-style-type: none"> Engages University community in a well-defined path to excellence based on its unique strengths and character and a commitment to academic, operational, and inclusive excellence in areas that matter most to the future and are critical to its mission
11. Relationship with Governance	<ul style="list-style-type: none"> Ability to work effectively with the Board of Trustees and other governmental agencies, including the Florida Board of Governors (BOG)
12. Financial Acumen	<ul style="list-style-type: none"> Invests in academic excellence to drive greater student success and research outcomes while meeting BOG performance-based funding objectives and progressing toward Preeminent status in the Florida State University System
Overall Leadership Competency Assessment	<ul style="list-style-type: none"> Consideration of the President's overall performance over the last year

Appendix 4: Potential Long-Term Metrics

Several goals in the President's approved 2020-2021 goals require a performance period of greater than one year to achieve meaningful results. These are better defined as longer-term performance measures:

- Rankings – Top 50 National Public University
- Academic success metrics
 - Increase 4-year graduation rate
 - Increase Academic Progress Rate
 - Increase 2-year graduation rate for transfer students
 - Close student attainment gaps
- Reallocate funds through organizational alignment and process/efficiency improvements to support instruction and the academic mission
- Continued increases in research expenditures and sponsored programs
- Improve Diversity, Equity, and Inclusion metrics including female and minority representation across students, faculty, administrators, and staff
- Improved climate survey / engagement results
- Fundraising campaign success

Attachment B

Presidential Performance and Compensation Review Policy

Third Amended Policy

March 2013

This policy supplements Florida Board of Governors regulations and provides an annual assessment of the president's performance, goals, and compensation by the UCF Board of Trustees. It details the purposes and process by which the president's performance and compensation shall be reviewed on an annual basis. It further requires that a comprehensive review of the president's performance and compensation shall normally occur at three-year intervals.

Annual Review

Purpose

The purpose of the review is to enable the president to strengthen his or her performance, to enable the president and the board of trustees to reset mutually agreeable goals, and to inform annual decisions on compensation adjustments and other terms of employment.

Responsibility

It shall be the responsibility of the board of trustees to assess the president's performance, goals, and compensation annually. The board delegates to the UCF Compensation and Labor Committee, as its members shall mutually decide and within the parameters of this policy, the responsibility for organizing and conducting the process with the president.

Process

The president shall provide a written management review statement in a format and timetable mutually agreed upon with the Compensation and Labor Committee. Normally, unless revised by the committee in consultation with the president in the intervening period, the statement format will remain the same year to year. In addition, the board chair shall request participation from the chair of the Board of Governors, who may involve the chancellor, during the annual evaluation process. This participation will include a review of the president's responsiveness to the Board of Governors' strategic goals and priorities, and the president's compliance with system-wide regulations. The management review statement, any supplemental information the committee may have requested of the president, and any supplemental information the committee has developed shall be sent to all trustees and to the president before the board of trustees meeting at which the president's review, goals, and compensation will be acted upon. The president will attend this meeting. A staff member shall be assigned to work directly with the committee.

Outcomes

After the board's deliberation and action, minutes shall be published that document the review of the president's performance and compensation.

Note: Portions of this policy were selected from the following publication:

Ingram and W. A. Weary, *Presidential & Board Assessment in Higher Education Purposes, Policies & Strategies Appendix B Illustrative Board Policy Procedures: Annual Presidential Performance Reviews* (Washington, D.C.: Association of Governing Boards of Universities and College Publications, 1991), 57-58.

Comprehensive Review

Purposes

The purpose of the review is to strengthen the leadership of the president and board of trustees by assessing the quality of their relationship and the president's performance through an independently conducted process. The process seeks to gather, on a wide range of management and governance matters, the informed perceptions of leaders of major stakeholder groups, as well as those of the president and trustees.

Responsibility

It shall be the responsibility of the board of trustees to comprehensively assess the quality of the relationship between the president and the board; along with the president's performance and compensation, at three-year intervals. The board delegates to the Compensation and Labor Committee, as its members shall mutually decide and within the parameters of this policy, the responsibility for organizing and conducting the review process with the president, using independent consultants. No consultants shall be connected directly or indirectly with the institution by present or past affiliation. The chair of the board of trustees and the president shall be consulted regarding the selection of the independent consultants. The final selection of the consultants shall be approved by the Compensation and Labor Committee and by the board. Procedural details shall be decided upon by the Compensation and Labor Committee with the consultants' advice and counsel, and within the parameters of this policy.

Process

The activities shall include personal interviews with appropriate individuals, internal and external to the institution, as agreed upon by the committee and consultants. In addition, the consultant shall request participation from the chair of the Board of Governors, who may involve the chancellor, during the evaluation process. This participation will include the president's responsiveness to the Board of Governors' strategic goals and priorities, and the president's compliance with system-wide regulations. The committee also shall provide any guidance on the general nature of the consultant's review. A staff member shall be assigned to work directly with the consultants and the committee.

The customary annual presidential management review shall be modified to be consistent with the advice of the consultants and committee. Prepared in advance of the review process, the statement shall provide a comprehensive picture of the institution's academic and financial status, along with other indicators of progress during the president's tenure. It should highlight particular achievements, as well as persistent institutional issues.

The committee also shall decide how best to communicate with the UCF community and the Orlando metropolitan area before, during, and after this process. The committee is delegated the authority to set (1) the report's general written and oral format (for later submission to the committee, president, and board) and (2) the arrangement by which the consultants will be available to discuss their report with the president and board.

Outcomes

The consultants will provide a comprehensive written report detailing the institution's progress and major achievements during the president's tenure. This shall include substantive recommendations for the president and the board designed to strengthen UCF's management and governance.

Note: Portions of this policy were selected from the following publication:

33 Ingram and W. A. Weary, *Presidential & Board Assessment in Higher Education Purposes, Policies & Strategies Appendix B Illustrative Board Policy Procedures: Annual Presidential Performance Reviews* (Washington, D.C.: Association of Governing Boards of Universities and College Publications,), 57-58.

UCF BOARD OF TRUSTEES
Agenda Item Summary
 February 18, 2021

Title: Amendment to Aramark Contract

☐ **Information**

☐ **Information for upcoming action**

☒ **Action**

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

Staff respectfully request the Committee's consideration to amend the current food service agreement with Aramark. The contract has become an operational challenge for our partner due to the structure of the contract, delayed capital investment construction, and COVID-19's depopulation of the campus.

Background Information:

Aramark became the food service provider for UCF in 2001. Since that time, the board has approved two amendments to the contract. The 2006 amendment provided UCF with capital investment to support the construction of the new convocation center and second dining hall in exchange for setting the term at 10 years, with two additional five-year extensions. The 2016 amendment provided additional capital investment from Aramark to support renovation and expansion of the student union, and converted the two five-year extensions into one ten-year option and then exercising that option to make the new termination date effective 2026.

The amendment also included an additional \$5 million for brand refresh, increased the annual commitment for repair and maintenance funding, and increased the commission structure to 11.5% of all meal plans sold and 10.5% of gross retail sales.

After several delays during the construction process, the student union expansion was completed just in time for the Fall 2020 semester. At this point, the university's response to COVID had already drastically reduced the on-campus population and the culmination of these events caused a financial hardship for Aramark. Over the fall semester, sales have been tracked and show a decline of 86 percent over the prior year. There is some anticipated growth planned for the spring semester, but the decline in sales is expected to still have significant impacts through 2021.

The university has benefited from the capital investment to improve building assets and expand services to its students, faculty, and staff. These university enhancements will extend well beyond the life of the contract and the desire exists for both parties to find mutually agreeable terms to navigate through the fiscal effects of this difficult period.

Recommended Action:

It is our recommendation for the university to enter into a third amendment to the contract at this time. The terms effected by this amendment being a four-year extension of the amortization period for the capital investment beyond the contract term. Any unamortized liability existing at the end of the term would be due at the end of the contract through either university funding or included in the solicitation for an awarded vendor to be financially responsible.

The amendment also provides for a reduction of Aramark's refresh commitments, and a sharing agreement of any unspent repair and maintenance funding at the end of each year. The amendment is also written to allow the university flexibility in "buying down" the unamortized liability should the university make any material changes to its food service program or retail mix resulting in revenue growth for the contract.

The amendment places priority on maintaining university cash flow by leaving the commission structure unchanged, and opting instead to alter the capital contributions. To evaluate the viability of the proposed reductions in the capital funds from this amendment, staff assessed the five-year outlook for campus and the expected financial needs for repair and maintenance as well as refresh funding specific to the food service locations, equipment and infrastructure.

Alternatives to Decision:

Consider amending the contract in other areas that would have cash impacts and lower annual revenues to the university, or initiate a solicitation for a new contract with a 10-year term. A solicitation at this time may not be prudent due to the state of the industry and the currently unamortized liability related to capital investments recently completed.

Fiscal Impact and Source of Funding:

Extension of the amortization period has the potential of leaving a liability balance up to \$5M outstanding at the end of the contract term, however, language included does allow the university flexibility to reduce this liability through various methods. The reduction in the contract's refresh funding obligation results in less capital available to invest in renovations of existing space, however, with the complete renovation of the student union, as well as recent updates to the Chick-fil-a location and our other dining halls, the near term future need for these funds is deemed relatively minimal.

Authority for Board of Trustees Action:

Board of Trustees' Delegation of Authority to the President

Contract Reviewed/Approved by General Counsel: ☒ N/A ☐

Committee Chair or Chair of the Board has approved adding this item to the agenda: ☒

Submitted by:

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer

Supporting Documentation:

Attachment A: Aramark Contract Revisions Presentation

Attachment B: Aramark Amended and Restated Food Services Management Agreement

Facilitators/Presenters:

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer

Kevin Sowers, Director, Business Services

Aramark Contract Revisions

Misty Shepherd, Interim Vice President and Chief Operating Officer
Kevin Sowers, Director of Business Services
January 14, 2021

Aramark | Background

**Original Contract:
August 1, 2001**



**Amendment:
September 1, 2006**



**Amendment:
September 1, 2016**

- 10-year contract
- 10-year contract
 - Two 5-year extensions
- CapEx needed for Convocation Project
- Converted extensions into 10-year contract
- Higher Commission %
- Higher R&M Funding
- Added Refresh Funding
- CapEx - Student Union Project

Aramark | Commissions

- Current commission – **10.8%** average of sales
- >2% increase since 2016
- SUS average commission – 9.7%
- **>\$2M** annually to UCF in a normal year
- Commissions are shared with:
 - Student Union, Alumni Center, Recreation and Wellness Center

Commission Revenue Rising

2020 – 10.8%

2018 – 8.50%

2016 – 8.45%

2014 – 8.32%

2012 – 8.35%

Aramark | Capital Investment

- \$25.85M investment (2006-current)
- Projects
 - 2016 – Student Union
 - 2016 – Recreation and Wellness Center
 - 2014 – Starbucks Health & Public Affairs
 - 2007 – Knightros Convocation Center

**CapEx
Expense Rising**

2021 - \$2.614M

2020 – \$1.619M

2019 - \$1.218M

2018 – \$817K

2017 - \$593K

2016 – \$437K

Aramark | Brand Refresh

- 2016 contract added \$500K annually
- \$1M balance remaining
- Refresh funds expensed annually
- Projects
 - Einstein's – Business Administration
 - Einstein's – Education
 - Chick Fil A – JT Washington Center
 - Knightros

**Refresh
Expense \$'s**

**2017-2026:
\$500K
annually**

Total: \$5M

Aramark | Repair & Maintenance

2016 Contract – \$5.5M

- Annual excess of unused funds
- Annual average available \$548K
- UCF retains unspent R&M funds

R&M Funding Rising

2026 - \$658K
2025 - \$636K
2024 - \$614K
2023 - \$593K
2022 - \$574K
2021 - \$554K
2020 - \$536K
2019 - \$518K
2018 - \$500K
2017 - \$300K

Aramark | Annual Revenues

**Aramark
to UCF
>\$4M**

\$2.6M

CapEx: Campus-Wide

\$240K

Commissions: Student Union

\$10K

Commissions: Alumni Center

**10% -
11.5%**

Commissions: Business Services

\$412K

Rents: Convocation Corporation

\$20K

Payments: Health Public Affairs
+ Recreation & Wellness Center

\$10K

Donated Catering: Student
Government & President

Aramark | COVID Impacts

RETAIL SALES

Decline of
86% over
prior year

86%

RETAIL SALES

Decline of
\$8.2M Mar-
Dec 2020

\$5.2M

MEAL PLAN SALES

Decline of
34% over
prior year

34%

MEAL PLAN SALES

Decline of
>\$1M

>\$1M

Aramark | Proposed Revisions

Amortization

Extended 4 years

Refresh

Rightsized based on need



Repair & Maintenance

Unspent funds split annually

Additional Year of Operations

Utilizing BOG Reg 18.001 (i)



Questions?

Thank you.

Summary of Agreement

Purpose/Background	<p>The purpose of this proposed amendment is to adjust the terms and conditions related to the university's existing agreement with Aramark.</p> <ul style="list-style-type: none"> • The original agreement was executed in 2001 with a 10-year term expiring 2016. Aramark's initial capital investment was \$2.2M. • In 2006 the BOT approved the first amendment to the agreement to provide for two optional 5-year extensions in the term in exchange for an additional \$7.5M capital investment from Aramark. • In 2016 the BOT approved the second amendment which converted the two 5-year extensions into a 10-year extension, effectively making the new expiration date 2026, in exchange for an additional \$17.9M capital investment from Aramark. Additionally, this amendment revised the commission structure to reflect 11.5% rate for the university on meal plans and a 10% rate on all retail sales generated and provided additional annual funds from Aramark for R&M and Refresh.
Parties	UCF and Aramark
Term	2001-2026
Obligations of UCF	To allow inclusive food services rights with limited exceptions.
Obligations of other party	To provide food service operations for the campus on an exclusive basis where exception have not been granted in exchange for capital investment and commission revenues.
Financial terms	<ul style="list-style-type: none"> • This proposed amendment would allow for an extension of Aramark's amortization period four years beyond the contract termination date, effectively creating an outstanding liability at the end of the term. The amendment would also allow for any unspent "Repair & Maintenance" funds remaining at the end of each year, to be split between UCF and Aramark. Additionally, the amendment would allow for a reduction of Aramark's annual "Refresh" contribution.
Termination rights	Either party can terminate with 90 notification and discussion of possible remedies.

Additional terms	None available. Could only extend via BOG regulation 18.001 to allow for 1 year extension while in the solicitation process.
Link to agreement	https://bot.ucf.edu/files/2021/01/U-of-Central-Florida-FL-HE-Food-2020-Amend-v5.pdf

UCF BOARD OF TRUSTEES
Agenda Item Summary
 February 18, 2021

Title: Rent Concessions for Independent Retail Vendors

☐ **Information**

☐ **Information for upcoming action**

☒ **Action**

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

Staff respectfully request the Committee's authority to enter into individual discussions and arrangements with each independent vendor on campus to provide rent relief depending on each vendor's current services and financial position.

Background Information:

On November 11, a recommendation to waive the rent due from small business tenants for the months of March through August, was brought to the Board of Trustees Finance and Facilities Committee. At that time, the FFC requested additional information on alternative arrangements.

The majority of the retailers' rents are in arrears and continue to pose a significant burden on their ability to provide service for our campus. While we consider the financial benefit of these rents the university receives, the larger value provided comes from the vitality and options these vendors bring to on-campus life. These businesses also provide employment opportunities for our students and social spaces for interaction.

During the fall semester, some vendors have resumed their rent payments. In November, vendors that had not resumed rent payments were instructed to pay the greater of 50 percent of base rents or 6 percent of sales not to exceed their full base rent to mitigate a continued growing receivable for the university and liability for the vendors.

Subsequent to the November FFC meeting, staff confirmed that other schools in the SUS have taken actions to either defer, reduce, or waive rents. Dialogue with the Greater Orlando Aviation Authority confirmed they offered tenants a deferment to waiver program for the five-month period of May through September, as well as a 50 percent reduction through March 2021 and they will assess the volume of holiday and spring break travel to determine if additional concessions will be needed.

Recommended Action:

Staff request the authority and ability to arrange rent relief for these tenants based on each individual vendor's financial situation. The parameters of such agreements to include consideration for a deferment to waiver of rent payments accrued over the Spring and Summer semesters based on the tenant meeting established criteria and to include consideration of rent reduction until the campus regains normal capacity. Such reductions would include terms no less than 50 percent of rent due or 6 percent of sales, whichever is greater. This approach would create a rent structure that increases as campus population grows and sales rise. Further consideration associated with these discussions could also include potential proposals with tenants for revenue sharing agreements in lieu of rents forgiven.

Alternatives to Decision:

Enforce payment and collections of all rents due under lease agreements. This alternative would undoubtedly force some of the independent retailers into closure.

Fiscal Impact and Source of Funding:

UCF's total monthly income from rent is \$61,250. Rent revenues are distributed to multiple areas throughout the university. Negotiations with each independent retailer may impact these units' monthly rent revenues:

- Convocation Corporation's monthly rent for independent retailers is \$49,062
- Student Union's monthly rent for independent retailers is \$5,709
- Business Services' monthly rent for independent retailers is \$3,521
- Recreation and Wellness Center's monthly rent for independent retailers is \$2,950

Authority for Board of Trustees Action:

Board of Trustees' Delegation of Authority to the President

Contract Reviewed/Approved by General Counsel: ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda: ☒

Submitted by:

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer

Supporting Documentation:

Attachment A: Knights Plaza (UCF Convocation Corporation) Retail Vendor Summary

Attachment B: Student Union, Recreation and Wellness Center, and John T. Washington Center
Independent Retail Vendor Summary

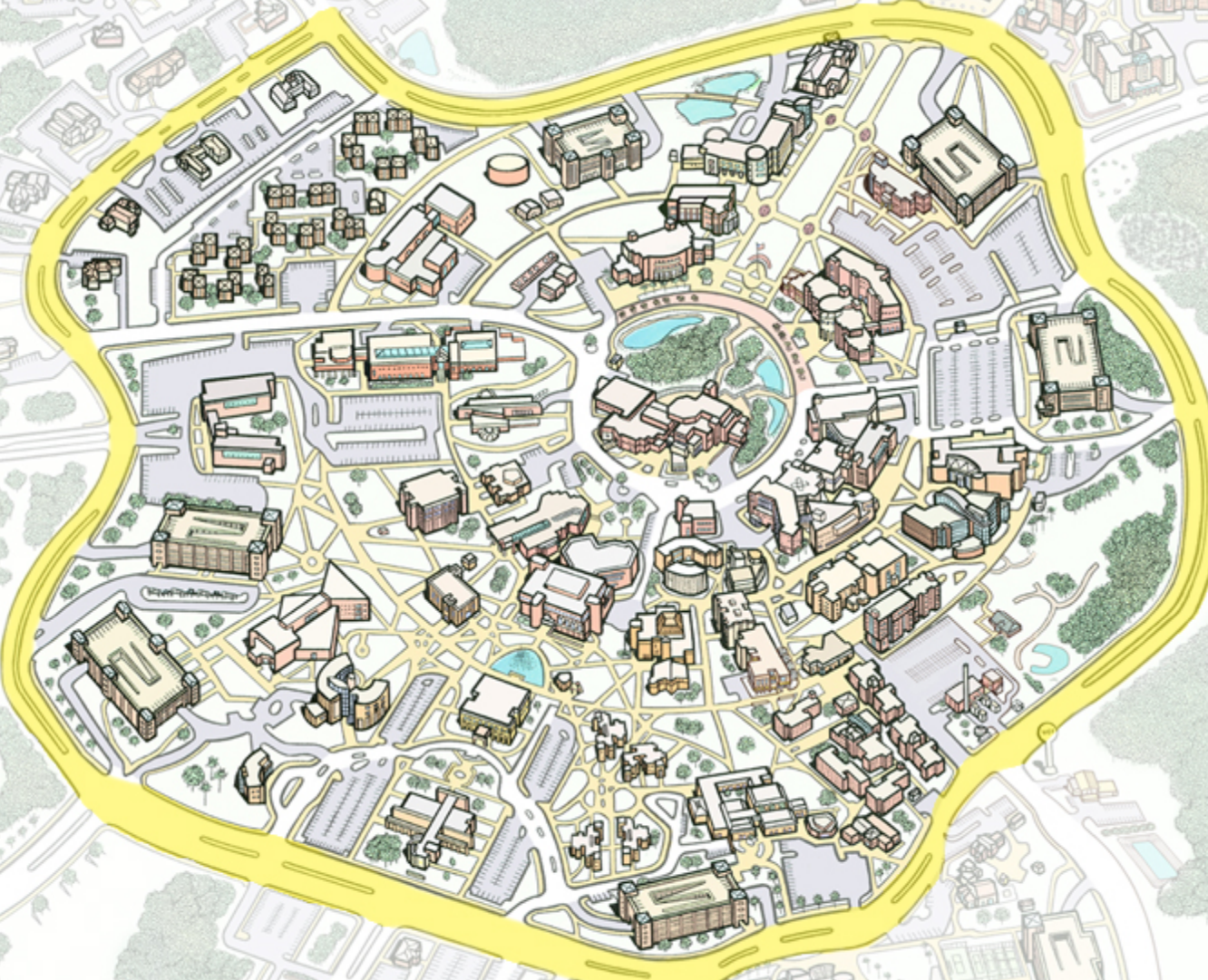
Facilitators/Presenters:

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer
Kevin Sowers, Director, Business Services

Knights Plaza – Convocation Corporation

- 7 Total small business retail locations
- 7 Currently operating
- 2 closed during April – August due to depopulation
- PY Retail Sales March – August
 - \$2.67M
- FY20 Retail Sales March – August
 - \$1.32M
- Sales Decline
 - (\$1.35M) or (51%)

Student Union, Recreation and Wellness Center, and John T. Washington Center

- 
- 23 Total retail locations
 - 12 Currently operating
 - 4 Locations have closed since Fall semester start (3 independents 1 Aramark)
 - PY Retail Sales March – August
 - \$5.06M
 - FY20 Retail Sales March – August
 - \$800K
 - Sales Decline
 - **(\$4,257M) or (85%)**

UCF BOARD OF TRUSTEES
Agenda Item Summary
 Finance and Facilities Committee
 February 18, 2021

Title: Performing Arts Complex Phase II

☐ **Information** ☐ **Information for upcoming action** ☒ **Action**

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

Approve the use of \$2,750,000 in funding to start the design phase of the Arts Complex Phase II. This funding consists of \$2,000,000 in Capital Improvement Trust Funds (CITF), and \$750,000 of donor funds.

This item relates to goals 2, 3, and 5 of the president's 2020-21 goals, most directly through goal 2 ("Invest in academic excellence to drive greater student success and research outcomes."). The Arts Complex Phase II provides the necessary resources for prepare students for 21st century careers in interdisciplinary arts industries, as well as space to expand the graduate programs in the newly-created MFA and MS in Themed Experience.

Background Information:

A building program for the Arts Complex Phase II project has been developed and approved by the President on October 16, 2020, which includes a full project description and indicates a total project cost of \$77,500,000.

BOG regulation 14.0025 "Action Required Prior to Fixed Capital Outlay Budget Request" subsection (4) states:

- "Proposals for fixed capital outlay projects to be funded by Capital Improvement Fees shall be prepared by the university, and submitted to the Board of Governors. Each proposed project shall be approved by the university president after consultation with the student government association. For the purposes of this regulation, "consultation" is defined as an ongoing dialog with the student body president prior to developing the university proposal. An attachment containing any objections and alternatives, and stating that both the university president and the student government association have reviewed the project proposals, shall be included in the proposal."

UCF evaluates CITF project options through the CITF committee, chaired by a student government leader appointed by both the student government president and the university president. The CITF committee met on May 13, 2019 and approved funding the library project with 100 percent of CITF allocations for the next three years (estimated \$24 million). On November 26, 2019, a follow-up CITF committee meeting was held to make the committee aware of another university priority, the Arts Complex Phase II project, and the committee approved the reallocation of \$2 million of the approved library funds for the Arts Complex Phase II use with the intention that startup funding would position the project to seek external funding. These approvals are noted in the approved Arts Complex Phase II building program.

The "Arts Complex Phase II" project was included in the FY 2020-21 Capital Improvement Plan (CIP), approved by the Board of Trustees on June 18, 2020. It is worth noting that on the FY 2020-21 CIP, the Arts Complex Phase II project is also requesting Public Education Capital Outlay (PECO) funding for FY 2024-25 and FY 2025-26.

Recommended Action:

Staff recommends approval of this item.

Alternatives to Decision:

Alternatives include:

- 1) approving a reduced amount, which will require a reduction in design services, or
- 2) rejecting this item, which will not allow the project to proceed into design.

Fiscal Impact and Source of Funding:

This specific request is for approval of funding for the use of \$2,000,000 of CITF funds and \$750,000 of donor funds for use on design and preconstruction services for the project.

Approval of the use of these funds will allow design to proceed to a “Design Development” level. This effort will allow the university to solidify the building layout, discover unforeseen potential impediments to the project, and confirm our total project cost estimate. It will also include a Concept Design package, which the College of Arts and Humanities will use to help raise additional donor funds for the project.

Authority for Board of Trustees Action:

BOG Regulation 14.0025 “Action Required Prior to Fixed Capital Outlay Budget Request” subsection (3) states:

- The university president shall have the responsibility for building program review and approval to assure compatibility with the institution’s approved strategic plan, master plan, educational plant survey and with space utilization criteria. Building programs approved by the university president, and budgets approved by the university board of trustees shall serve as the basic planning documents for development of plans and specifications for construction

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer

Supporting Documentation:

Attachment A: Performing Arts Complex II Building Program

Attachment B: Capital Projects Funding Certification Form

Facilitators/Presenters:

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer

Duane Siemen, Interim Associate Vice President for Facilities and Safety



UNIVERSITY OF CENTRAL FLORIDA

Performing Arts Complex Phase II

Building Program

This program has been prepared in response to
Board of Governors regulation 14.0025
and UCF requirements for Capital Projects

Prepared by UCF FACILITIES PLANNING & CONSTRUCTION • April 2020

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BUILDING PROGRAM CONTRIBUTORS

Chapter 1.0 Building Program

Susan B. Hutson, *Assistant Director of Planning, (FP&C)*

Chapter 2.0 Project Overview

Paul Lartonoix, *Assistant to the Dean, CAH*

Bill Martin, *Director of Facilities Planning and Construction (FP&C)*

Chapter 3.0 Site and Utilities

Troy Jarvis, *Manager Telecom Engineering, UCF IT*

Chris Kennedy, *Director of Landscape and natural Resources (LNR)*

Kris Singh, *Director of Parking and Transportation*

Curt Wade, *Director of Utilities and Energy Services (UES)*

Chapter 4.0 History of Approvals and Next Steps

Susan B. Hutson, *Assistant Director of Planning, FP&C*

Chapter 5.0 Educational Plant Survey

Christy Miranda, *Director of Space Administration*

Chapter 6.0 Strategic Plan

Susan B. Hutson, *Assistant Director of Planning, FP&C*

Paul Lartonoix, *Assistant to the Dean, CAH*

Chapter 7.0 Academic Master Plan

Susan B. Hutson, *Assistant Director of Planning, FP&C*

Heidi Watt, *Academic Program Quality (APQ)*

Lynne Hepner, *Assoc. Dean, Academic Programs and Strategic Planning, CAH*

Chapter 8.0 Campus Master Plan

Susan B. Hutson, *Assistant Director of Planning, FP&C*

Chapter 9.0 Space Utilization Criteria

Christy Miranda, *Director of Space Administration*

Susan B. Hutson, *Assistant Director of Planning, FP&C*

Chapter 10.0 Project Budget

Bill Martin, *Director of FP&C*

Charles Perry Partners, Inc. (CPPI) for budget consulting

Chapter 11.0 Building Codes

Roy Johnston, *UCF Building Code Official*

Bill Martin, *Director of FP&C*

BUILDING PROGRAM REVIEW

The Building Program for the PERFORMING ARTS COMPLEX PHASE II was submitted to the following reviewers. Their remarks or corrections, if provided, were incorporated into the document.

FIRST LEVEL REVIEW

College of Arts and Humanities

- Dr. Jeffrey M. Moore, *Dean of the College of Arts & Humanities (CAH)*
- Dr. Paul Lartonoix, *Assistant to the Dean, CAH*

Subject Matter Experts

- Troy Jarvis, *Manager Telecom Engineering, UCF IT*
- Roy Johnston, *UCF Building Code Official*
- Chris Kennedy, *Director of Landscape and Natural Resources (LNR)*
- Bill Martin, *Director of Facilities Planning & Construction*
- Christy Miranda Perez, *Director of Space Administration*
- Kris Singh, *Director of Parking and Transportation*
- Curt Wade, *Director of Utilities and Energy Services (UES)*
- Heidi Watt, *Director of Academic Program Quality (APQ)*

SECOND LEVEL REVIEW

- Duane Siemen, *Interim Associate Vice President for Administrative Affairs*
- Misty Shepard, *Interim Vice President and Chief Operating Officer*

THIRD LEVEL REVIEW & SIGNATURES

Request

- Dr. Jeffrey M. Moore, *Dean of the College of Arts & Humanities (CAH)*

Recommendation

- Misty Shepard, *Interim Vice President and Chief Operating Officer*
- Dr. Michael Johnson, *Interim Provost and Vice President*
- Dr. Maribeth Ehasz, *Vice President, Student Development & Enrollment Services*

Approval

- Dr. Alexander Cartwright, *President of the University of Central Florida*

PROJECT REQUEST, RECOMMENDATION, & APPROVAL

REQUEST

The College of Arts and Humanities requests that UCF proceed with the Performing Arts Complex Phase II project; and confirms that the facility described in this building program was developed in conjunction with the space, functional, and operational needs of the end users and occupants of the proposed facility.

4/24/20

Dr. Jeffrey M. Moore, *Dean, College of Arts & Humanities*

Date

RECOMMENDATION

I recommend proceeding with the Performing Arts Complex Phase II project, provided that any outstanding issues identified in the Building Program will be addressed prior to the start of construction of the project, and as required by governing regulations or statutes; including, but not limited to: concurrency issues, permit issues, procedural steps remaining to be taken, funding issues to be resolved, and code issues to be resolved.

4/24/20

Misty Shepherd, *Interim Vice President and Chief Operating Officer*

Date

I confirm that the project proposed will meet a critical academic need at UCF; and recommend that UCF proceed with the Performing Arts Complex Phase II.

Dr. Michael Johnson, *Interim Provost and Vice President*

Date

The University Fee Committee, comprised of more than half students, approved at their meeting of November 26, 2019 the use of \$2M of Capital Improvement Trust Funds for design of the Performing Arts Center Phase II.

Dr. Maribeth Ehasz, *Vice President, Student Development & Enrollment Services* Date

APPROVAL

I have reviewed this Building Program for compatibility with University's approved strategic plan, campus master plan, educational plant survey, and with space utilization criteria as required by Board of Governors regulation 14.0025. I approve the Performing Arts Complex Phase II.

Dr. Alexander Cartwright, *President of the University of Central Florida*

Date

1.0 BUILDING PROGRAM

Chapter 1 describes the need for and general requirements of the building program.

The intent of a building program is to define a project's high-level objectives and campus impacts. Below are requirements of the building program and the project process, as defined by the Board of Governors and UCF requirements.

Board of Governors Requirements

A building program is required by Board of Governors regulation 14.0025 Action Required Prior to Fixed Capital Outlay Budget Request. The current version of BOG 14.0025 was approved on November 21, 2013, and establishes a few specific parameters for building programs:

- The university is responsible for the preparation of the *building program*
- The *program* shall be consistent with the university strategic plan, academic and facilities master plan, and shall include the project budget and the building codes applicable to the project
- The university president shall have the responsibility for *building program* review and approval to assure compatibility with the institution's approved strategic plan, master plan, educational plant survey, and with space utilization criteria
- Projects funded by Capital Improvement Fees shall be approved by the university president after consultation with the student government association
- *Building programs* approved by the university president, and budgets approved by the university board of trustees shall serve as the basic planning documents for development of plans and specifications for construction

Hyperlink to the [Florida Board of Governors regulation 14.0025](#)

UCF Requirements

In addition to Board of Governors requirements, UCF follows an internal checklist of requirements for Capital Projects. Steps taken or needed are described in other chapters:

The project is on the Campus Master Plan	See Chapter 8.0
The project is on the Educational Plant Survey	See Chapter 5.0
The project is on the Capital Improvement Plan (CIP)	See Chapter 4.0
The project has Capital Outlay Budget Approval	See Chapter 4.0
The project has BOT Individual Project Approval	See Chapter 4.0
The project has a completed Certification of Funding Form	See Chapter 4.0
The Project has gone back to the BOT for approval for a Budget increase of 10% or more, if required	See Chapter 4.0

2.0 PROJECT OVERVIEW

Chapter 2 provides general information about the project.

Project Description

The Arts Complex Phase I, occupied in 2010, has academic buildings for Theatre (Building 119T) and Music (Building 119M), both of which were intended only as part of a larger Performing Arts Complex.

The 2010-20 and 2015-25 Campus Master Plans each indicated two subsequent phases to complete the Performing Arts Complex. The 2020-30 Campus Master Plan combined the future phases into the PERFORMING ARTS COMPLEX PHASE II, presented in this Building Program.

Proposed Building Area

122,800 gross square feet (GSF)

83,810 assignable square feet (ASF)

Building Occupants

The facility will house UCF's Music Department and Theatre Department.

See Chapter 7.0 ACADEMIC MASTER PLAN for a list of the academic programs that will be served by this facility.

Alternatives Considered

For a university the size and prominence of UCF, there is no viable alternative to this long-awaited "Performance Phase" of the Performing Arts Complex; however, UCF has considered more than one visionary project to meet these needs.

- The original (2008) conceptual design for the UCF Arts Complex II was prepared by HKS, Kirkegaard Associates, Duda|Paine Architects, and Theatre Projects Consultants. This concept included the two existing wings (Buildings 119T and 119M) as a portion (83,670 GSF) of a larger facility that included a lobby and gallery, proscenium theatre, concert hall, black box theatre, lecture/recital hall; as well as rehearsal halls, dance studios, production shops (scenery, welding, paint, costume, props, etc.), and offices.
- A visionary 2019 concept for the Performing Arts Complex II was prepared (pro bono) by Baker Barrios Architects, Inc. and Stages (theatre consultants). This concept included:
 - Front-of-House spaces – Lobbies, art gallery, student collaboration (study) space, box office, concessions, etc. The lobby and façade of the building will mask the utilitarian aspects of a highly functional facility.
 - Performance spaces – A highly flexible "sound stage" will be divisible into as many as four performance venues, to provide learning opportunities for both traditional performance and themed-experiences. UCF will be able to capitalize on a range of unique partnerships that would only be possible in the *"Theme Park Capital of the World."*
 - Back-of-House spaces – Dressing rooms, Greenroom, backstage storage, run crew supply, offices, etc.
 - Production Support spaces – Outer wings will wrap the existing buildings 119T and

119M, and provide rehearsal halls, dance studios, production shops (scenery, welding, paint, costume, props, etc.), and faculty offices.

Related Projects

Related projects will be required to address concurrency¹ and other issues noted in Chapter 3.0 SITE & UTILITIES or discovered during design. All such issues must be resolved before the project may move into construction.

Current Performance Facilities

Most of UCF's on-campus performance venues are woefully inadequate:

- The 1974 Rehearsal Hall (Building 019) is the only dedicated music performance facility on campus. This 167-seat venue has a stage that is less than 800 square feet, and is unable to serve the scale or quantity of UCF's musical performances.
- The 456-seat auditorium in the Visual Arts Building (Building 051) and the 300-seat auditorium in the Theatre (Building 006, once associated with Chemistry Building 005) were constructed as lecture halls, and are ill-suited to musical performances;
- Even less desirable, but necessary for several ensembles, are the 298-seat lecture hall/auditorium in the Nicholson School of Communication and Media (Building 075) or the Pegasus Grand Ballroom at the Student Union, a 12,000 square foot meeting room.

Performing Arts is often forced to seek performance space off-campus in churches, middle schools, and high schools that have larger and/or more up-to-date facilities than UCF.



Chemistry Building and Science Auditorium (Theater Building) January 1967

Above is a photo of the Theater and Chemistry buildings shortly after completion. The one-story Theater Building was originally the Science Auditorium. In the far left you can see the **tent** that was originally used by the theater department.

Photo courtesy of UCF Libraries "Showcase of Text, Archives, Research, & Scholarship" (STARS)

¹ Concurrency:

- Florida Statute 163.3180 states that the facilities and services subject to concurrency requirements are sanitary sewer, solid waste, drainage, and potable water.
- Orange County extends the concurrency requirement to include Roads and Mass Transit, Utilities, including Water, Wastewater, and Stormwater, Solid Waste, Schools, Parks
- UCF extends the concurrency requirement to include chilled water, primary electric power, natural gas, and stormwater.

3.0 SITE AND UTILITIES

Chapter 3 provides specific information about the project site and utilities.

Proposed Site

The PERFORMING ARTS COMPLEX PHASE II will be built facing Gemini Boulevard and will wrap around the north, west and south faces of the existing wing buildings, 119T and 119M.



Performing Arts Complex Phase II Site

ROADS, PARKING, & TRANSIT ANALYSIS

- Roads:** The PERFORMING ARTS COMPLEX PHASE II will front prominently on Gemini Blvd. at the Centaurus Blvd. campus entrance. The site is bounded on the north by Aquarius Agora Drive.
- Transit:** The project is in close proximity to the UCF/Lynx Transit Station (UCF Shuttle Stop 11).
- Parking:** Parking is available in nearby garages and lots:
- Garage I - south of the proposed facility (1,270 spaces)
 - Garage A - south of Garage I (1,647 spaces)
 - Lot H2 - east of the proposed facility (136 spaces)
- ISSUE!** The project will displace an unknown quantity of spaces in adjacent parking lots H3 (existing 148 spaces) and H4 (existing 270 spaces). While parking is not a state, county, or UCF concurrency issue; the loss of

parking must be resolved before construction begins.

The consulting engineers will be cautioned to minimize displacement in these lots and to maintain ADA and service parking near the facility.

An analysis of former UCF Campus Master Plans (CMP) indicates that enrollment growth, over the decade since PAC I was built, has far exceeded predictions, ultimately eliminating all surplus parking capacity on campus, and making it infeasible to continue the planned growth shown in the 2020-30 CMP.

Solution

Parking & Transportation will proceed with the 2020-30 Campus Master Plan initiative to provide "Intercept" parking to 1) reduce on-campus traffic, 2) improve on-campus safety, 3) address extant enrollment, and 4) offset parking displacement by this and other future projects.

UCF's second Park & Ride lot will be located near the intersection of Alafaya Trail and Central Florida Blvd. It will be planned, constructed, and operational before this project begins construction, to address temporary displacement during construction and any permanent parking losses.

Funding for parking mitigation will not be allocated from the PAC II. Parking lots and garages are built by Parking & Transportation Services, funded by debt, and paid for by parking income.

UTILITIES ANALYSIS ²

Potable Water:

CRITICAL CONCURRENCY ISSUE!³

The University's consumptive use permit (CUP) through St. John's River Water Management District sets the maximum annual ground water withdrawals from the Floridan aquifer at 256.5 million gallons per year through 2034.

- The University does not have firm CUP capacity available for additional projects with potable water demands at this time; after considering a) historical flows, b) the interlocal agreements⁴ with Central Florida Research Park to provide emergency water services, c) current projects creating new water demands, d) flushing required to maintain FDEP drinking water requirements, and e) the required reserve capacity factor (15%),

Before this project may proceed from design to construction, additional campus-wide, wise-water conservation and efficiencies would have to be deployed to reduce campus potable water demands in order to meet the conditions of the Master Utility Level Disclosure and not violate the terms of the CUP.

References:

- 2020-2030 Campus Master Plan Update – [5.0 GENERAL](#)

² Each university and third-party commodity provided to the project shall be metered with a utility-grade revenue meter approved by the UCF Department of Utilities and Energy Services and the utility provider. Meters, and sub-meters serve several purposes; load profiling and research, cost allocation, calculation and verification of bills, energy auditing, identification of energy use and savings, specification tracking, contracting, measurement, and verification; operation, maintenance and power quality problem identification, and process system optimization. Accurate, properly selected, and properly installed systems are essential to these functions. The project budget must cover all costs associated with utility interconnection to include system development and expansion.

³ Per f.s.163.3180(1) Potable Water is one of the facilities and services subject to concurrency requirements on a statewide basis.

⁴ See THIRD ADDENDUM TO UTILITY SERVICE CONTRACT (October 15, 1991) between Orange County Research Park Development Authority (Central Florida Research Park) and UCF – *Section 1, new paragraph (3) Emergency Use of Connected Water System Pg. 2*

- [MASTER UTILITY LEVEL DISCLOSURE](#) (Rev 0 – 8/22/2019), Condition of Utility Service Levels, *Item (E)*, pg. 4.
- THIRD ADDENDUM TO UTILITY SERVICE CONTRACT (October 15, 1991), Section 1, paragraph (3) Emergency Use of Connected Water System, Pg. 2

Cooling:

General comfort cooling is typically distributed by the university's district chilled water loop.

- Chilled water plant capacity is available.

**CONCURRENCY
ISSUE! ⁵**

- The facilities between the plant and the proposed site have not been constructed. Currently, PAC I is fed from a 10" pipe.

The PAC II project is required to fund the design and construction of a dedicated chilled water supply and return pipe from the project to the campus's point of demarcation determined by an hydraulic model, in order to connect PAC II to the campus's existing 18" chilled water distribution network. The pipe and local tertiary pump assembly shall be sized to handle the peak cooling demands for the project in terms of both velocity (ft/s), and flow (GPM).

Heating:

General comfort heating is typically distributed by the university's hot water loop.

ISSUE!

- Distributed heating hot water capacity is available from DEP IV up to 140°F.
- The facilities between the plant and the proposed site have not been constructed, and may be cost-prohibitive to interconnect.

While heating is not a state, county, or UCF concurrency issue; it must be resolved before construction begins.

During design, the Engineer-of-Record's LCCA⁶ should determine the best combination of district and/or stand-alone local condensing boiler options to move forward for re-heat purposes.

Power:

Duke Energy Florida provides primary electrical service.

- Feeder capacity is available.

Natural Gas:

TECO People's Gas

- Natural gas will not be provided to the facility.

Sanitary Sewer:

Effluent runs to Iron Bridge Water Pollution Control Facility in Seminole County.

- Permit capacity is available.

Irrigation:

The irrigation system is supplied with reclaimed water from the Iron Bridge Water Treatment Facility in Seminole County.

- Capacity is available.

⁵ UCF extends the concurrency requirements to include chilled water.

⁶ Life-cycle cost analysis (LCCA) is a method for assessing the total cost of facility ownership. It is especially useful when project alternatives, that fulfill the same performance requirements, differ with respect to initial costs and operating costs, and must be compared in order to select the one that maximizes net savings.

- Stormwater:** The PAC II project site drains to the 4-B stormwater basin.
- Capacity is available. As the proposed project will be located on a currently impervious site (parking lots H3 and H4), there should be no increase in the stormwater drainage to Basin 4-B.
- Telecom:** UCF IT
- UCF IT will provide service to PAC II.
 - PAC I, buildings 119T and 119M, are fed from the main distribution frame (MDF) in the southeast corner of Building 119M.
- The PAC II project will need to upgrade some network equipment in the existing MDF in 119M.⁷ The new project phase will connect back to that location physically or logically.
- Further, three (3) emergency blue light phones (EBLP) are in conflict with the proposed site and will need to be either refed or relocated.
- Cable TV:** Spectrum/UCF IT
- Spectrum/UCF IT will provide service to PAC II.
- Metering:⁸** University and third-party commodities provided to the project shall be metered with a utility-grade revenue meter approved by UES and the utility provider. The project budget must cover all costs associated with utility interconnection, to include system development and expansion.

SERVICES

- Police Protection:** The UCF Police Department provides 24-hour service, seven days a week.
- Fire Protection:** The campus police coordinate all fire emergency responses via the 911 network. The Orange County/Seminole County Fire/Rescue Station 65 is less than a mile from the site.
- Loading Dock:** The project will require a new service yard north of Building 119T – to include a dock that will serve semi-trailers for roadshows, as well as deliveries for the new production shops (scenery, welding, paint, costume, props, etc.)
- Trash Removal:** Housekeeping and Recycling Services provides trash and recycling services. The facility will utilize dumpsters located in the service yards.

⁷ A Tech Fee project was approved in January of 2019 to complete a major part of this work. More work may be needed, but the Tech Fee project will be completed prior to the commencement of this project.

⁸ Meters and sub-meters serve multiple functions: load profiling and research; cost allocation; billing calculation/verification; energy auditing; specification tracking, contracting, measurement, and verification; operation, maintenance, and power quality problem identification; and process system optimization. Accurate, properly selected and installed systems are essential.

4.0 HISTORY OF APPROVALS & NEXT STEPS

Chapter 4 provides a history of the project, including approvals and the next steps to be taken.

Campus Master Plan Actions

The Project has been included in three (3) Campus Master Plans - 2010-20, 2015-25, and 2020-30. See Chapter 8.0 CAMPUS MASTER PLAN for details.

Educational Plant Survey Actions

The Project has been included in five (5) Educational Plant Surveys – 1996, 2001, 2006, 2011, and 2015. See Chapter 5.0 EDUCATIONAL PLANT SURVEY for details.

Five-year Capital Improvement Plan (CIP) Actions

Seven (7) CIP's included this project or projects. The current CIP (2020) did not include PAC II.⁹

- 2019 CIP, BOT approved July 18, 2018
 - PECO funds - Performing Arts Complex Phase I - \$34,088,322 - Rank 9
 - State Sources - Performing Arts Complex Phase II - \$36,000,000 - Rank 9
- 2018 CIP, BOT approved July 20, 2017
 - PECO funds - Arts Complex Phase I (Performance) - \$33,292,800 - Rank 8
 - State Sources - Arts Complex III - \$15,844,340 - Rank 26
- 2017 CIP, BOT approved July 28, 2016
 - PECO funds - Arts Complex Phase II (Performance) - \$64,727,944 - Rank 7
 - State Sources - Arts Complex III - \$14,310,216 - Rank 25
- 2016 CIP, BOT approved June 29, 2015
 - PECO funds - Arts Complex Phase II (Performance) - \$59,933,282 - Rank 11
 - State Sources - Arts Complex III - \$14,184,135 - Rank 35
- 2015 CIP, BOT approved July 31, 2014
 - PECO funds - Arts Complex Phase II (Performance) - \$51,000,000 - Rank 9
 - State Sources - Arts Complex III - \$9,015,070 - Rank 17
- 2014 CIP, BOT approved July 25, 2013
 - PECO funds - Arts Complex Phase II (Performance) - \$50,000,000 - Rank 7
 - State Sources - Arts Complex III - \$8,838,304 - Rank 17
- 2013 CIP, BOT approved July 26, 2012
 - PECO funds - Arts Complex Phase II (Performance) - \$50,000,000 - Rank 8
 - State Sources - Arts Complex III - \$8,838,304 - Rank 20

Capital Outlay Budget Actions

The project was included on seven Capital Outlay Budgets.¹⁰ The current 2019-20 Capital Outlay Budget did not include the project.

- 2018-19 Capital Outlay Budget, approved May 24, 2018
 - PECO funds - Arts Complex Phase I (Performance) (P, C, E) \$3,060,000
 - Donations and Courtelis - Arts Complex II Enhancement (P, C) \$500,000
- 2017-18 Capital Outlay Budget, approved May 18, 2017

⁹ Performing Arts Phase II was not included on the 2020 CIP, approved July 18, 2019 by the BOT.

¹⁰ Prior BOT records indicate approvals of Capital Outlay Budgets, but do not include the Capital Outlay Budget attachments showing the project data.

- PECO funds - Arts Complex Phase II (Performance) \$6,472,794
- Donations and Courtelis - Arts Complex II Enhancement (P, C) \$500,000
- 2016-17 Capital Outlay Budget, approved May 31, 2016
 - PECO funds - Arts Complex Phase II (Performance) \$5,993,328
 - Donations and Courtelis - Arts Complex II Enhancement \$500,000
- 2015-16 Capital Outlay Budget, approved May 21, 2015
 - PECO funds - Arts Complex Phase II (Performance) \$5,100,000
 - Donations and Courtelis - Arts Complex II Enhancement \$500,000
- 2014-15 Capital Outlay Budget, approved May 22, 2014
 - PECO funds - Arts Complex Phase II (Performance) \$5,000,000
 - Donations and Courtelis - Arts Complex II Enhancement \$500,000
- 2013-14 Capital Outlay Budget, approved May 23, 2013
 - PECO funds - Arts Complex Phase II (Performance) \$5,000,000
 - Donations and Courtelis - Arts Complex II Enhancement \$500,000
- 2012-13 Capital Outlay Budget, approved May 24, 2012
 - Donations and Courtelis funds - Arts Complex II Enhancement \$500,000

Capital Improvement Trust Fund Actions (CITF) Actions

- CITF Meeting - November 26, 2019
 - Dean Jeff Moore and Paul Lartonoix, Assistant to the Dean, petitioned the CITF committee for funds for this project.
 - The committee voted to reallocate \$2M in CITF funds to support design costs associated with Performing Arts, from the CITF funds appropriated to the Hitt Library project in May 2019 (\$24M).
 - Meeting notes indicate that this reallocation is contingent on the resulting funding reduction not slowing down the next phases of the library.

The use of CITF funds must be approved by the legislature – see Next Steps.

Building Name

The name PERFORMING ARTS COMPLEX PHASE II is a working title. In the past the project working title has varied, as shown in the CIP and Capital Outlay Budget data above.

The building has not been formally named by the UCF Board of Trustees.

NEXT STEPS

Building Program - The University President must approve this Building Program.

5-year Capital Improvements Plan (CIP) The project must be added to the 2021 CIP for approval by the Board of Trustees in 2020.

- The use of CITF funds must be included on the CIP.

Capital Outlay Budget

The project will need to be added to the Capital Outlay Budget.

UCF Requirements

The Board of Trustees Charter, approved on June 14, 2017, set the following UCF requirements:

Individual Project Approval - The BOT Finance & Facilities Committee Charter, Item 6.5 states: "Review all proposed new construction and renovation projects exceeding \$2

million in construction costs.”

Capital Projects Funding Certification Form - For any capital project exceeding \$2 million, a Capital Projects Funding Certification Form must be signed by the University President, the Vice President submitting the item, the Chief Financial Officer, and the General Counsel, certifying that the project has been reviewed and the funding source is appropriate for the nature of the project.

Budget Increase Approval (*if needed*) – The BOT Finance & Facilities Committee Charter, Item 6.6 states: “Review all changes to projects that exceed \$2 million in construction costs or that increase project costs by more than 10 percent of the original estimate presented to the committee.”

5.0 EDUCATIONAL PLANT SURVEY

Chapter 5 confirms that the project was recommended in an educational plant survey in accordance with BOG 14.0025 (1), and describes compatibility with the educational plant survey per BOG 14.0025 (3).

The Current Educational Plant Survey

The title of the current Educational Plant Survey is 2015 Educational Plant Survey (effective July 1, 2016 - 30 June 30, 2021)

Hyperlink to the [UCF Educational Plant Survey](#)

Adding the project to the Educational Plant Survey

If a project has not been recommended on an Educational Plant Survey, it must be added by means of a spot survey by the Board of Governors staff.

This project has been recommended in five (5) Educational Plant Surveys.

- 2015 Educational Plant Survey (effective July 1, 2016 - 30 June 30, 2021)
Project 7 ARTS COMPLEX PHASE II PERFORMANCE
Total 106,795sf
 - Classroom 2,000sf
 - Teaching Lab 36,991sf
 - Office 4,000sf
 - Auditorium/Exhibit 63,804sf
- 2011 Educational Plant Survey (February 8-10, 2011)
Project 3 ARTS COMPLEX (PHASE 2)
Total 106,795sf
 - Classroom 25,000sf
 - Teaching Lab 10,000sf
 - Office 4,000sf
 - Auditorium/Exhibit 67,795sf
- 2006 Educational Plant Survey
Project 5 ARTS COMPLEX II - PERFORMANCE
Total 70,226sf
 - Classroom 3,500sf
 - Teaching Lab 29,213sf
 - Office 10,513sf
 - Auditorium/Exhibit 25,000sf
 - Gym 2,000sf
- 2001 Educational Plant Survey
Project 3.4 ARTS COMPLEX 2 / PERFORMANCE
Total 60,157sf
 - Teaching Lab 25,100sf
 - Study 1,000sf
 - Research Lab 3,722sf
 - Office 7,910sf
 - Auditorium/Exhibit 21,405sf
 - Gym 1,020sf
- 1996 Educational Plant Survey
Project 1.7 ARTS COMPLEX #2 - PERFORMING ARTS
Total 50,600sf
 - Classroom 3,500sf
 - Teaching Lab 6,000sf
 - Study 4,100sf
 - Office 10,000sf
 - Auditorium/Exhibit 27,000

6.0 STRATEGIC PLAN

Chapter 6 indicates consistency and compatibility with the university strategic plan in accordance with BOG 14.0025, (2) and (3).

The Collective Impact Strategic Plan

The UCF Collective Impact Strategic Plan, approved by the UCF Board of Trustees in May 2016, sets the university on a course towards enhanced quality, heightened excellence, and greater impact. Focused on a long-range twenty-year vision with a five-year roadmap, the strategic plan is transforming the way we teach, learn, and engage. We set big goals in the Collective Impact Strategic Plan and are working together with our partners to achieve our collective impact in five key focus areas.

Our Area of Focus

- Increase Student Access, Success, and Prominence - Transforming lives and livelihoods through the power of higher education degree attainment.
- Strengthen Our Faculty and Staff - Attracting and cultivating exceptional and diverse faculty, students, and staff whose collective contributions strengthen us.
- Grow our Research and Graduate Programs - Deploying our distinctive assets to solve society's greatest challenges and create the next generation of pioneering scholars and practitioners.
- Create Community Impact Through Partnerships - Leveraging and developing partnerships at every level that amplify our academic, economic, social, and cultural impact and reputation.
- Leading Innovation in Higher Education - Innovating to create academic, operational, and diversified funding models that transform higher education.

Hyperlink to the [UCF Collective Impact Strategic Plan 2016](#)

Consistency and Compatibility with the Strategic Plan

One of the many goals of this project is to support one of the five Focus Areas outlined above: CREATING COMMUNITY IMPACT THROUGH PARTNERSHIP.

The Themed Experience: A Competitive Advantage for UCF¹¹

The College of Arts and Humanities has recently opened a new Themed Experience track in the Theatre Masters of Fine Arts program.

Located in the "Theme Park Capital of the World," UCF is uniquely positioned to meet a growing demand for a skilled workforce, forward-thinking research, and creative ideation in the Themed Experience industry.

Early concepts for the Performing Arts Phase II included only traditional theaters (proscenium, concert hall, black box); but the visionary Soundstage concept described herein will support all of these, as well as Themed Experiences that engage many interdisciplinary areas of the university and build upon UCF's existing strengths.

The facility described in this program will prepare our students to meet the needs of unique industry partners - the visionary creative engines that design and build Themed Experiences in Florida and across the world.

¹¹ Abstracted from UCF Board of Trustees Meeting minutes, November 14, 2019, item Info-2.

7.0 ACADEMIC MASTER PLAN

Chapter 7 confirms consistency with the academic master plan in accordance with BOG 14.0025 (2).

Academic Program Identification

The proposed PERFORMING ARTS COMPLEX PHASE II will provide additional and improved space for the following academic programs:

- Theatre Studies BA
- Theatre MA
- Theatre BFA (Tracks in Design and Technology, Acting, and Stage Management, Musical Theatre)
- Theatre MFA (Tracks in Acting, Themed Experience, Design, Young Audiences, and Musical Theatre)
- Music MA
- Music BA
- Music BM (Tracks in Composition, Performance, Jazz Studies)
- Music Education BME (Teaching Music Education)
- Entertainment Management BS
- Minors in:
 - Dance
 - Music
 - Performing Arts Administration
 - Theatre

Academic Program Reviews¹²

Pursuant to Florida Statute, UCF conducts in-depth reviews of academic programs at least every seven years. These reviews examine the quality and productivity of academic programs with a goal to develop recommendations leading to program improvement.

The reviews include an evaluation of the facilities, equipment, laboratories, meeting space, and other resources that support program quality and productivity. This table lists space deficits that could be corrected by the proposed facility.

All of the programs in the School of Performing Arts were reviewed by external consultants during the 2015–16 academic year. The consultants noted the following deficiencies with respect to space and facilities:

“The major asset for all performing arts is its venue for performance. UCF has had a plan since the mid-2000s for expanded performing arts facilities to meet the needs of its performing arts programs. While the plan is well thought out, multiple factors have undermined its construction. The original estimate of \$80 million could in today’s dollars be closer to \$125 million. Students have had to make do with inadequate teaching facilities. The consultants suggest that a scaled-down version of the facilities plan could be a solution...such a facility would serve arts students at UCF as well as the entire student body who compose potential audience and class members. Also, such a facility would attract community members to campus and allow hosting of cultural events, especially those related to the curriculum, e.g. high school choral showcases and festivals which complement recruiting efforts. Having a theatre venue allows for the proverbial two-way street sending students and faculty to the community, while inviting the community to campus to enjoy its performing arts offerings.”

¹² Academic Program Review information was provided by the UCF Academic Program Quality (APQ) office in the Office of the Provost. Extensive supporting documentation is available on space deficits in the existing music and theatre venues.

2015-16 Academic Program Review Consultant Feedback

Academic Program	Degree	CIP	Last review (class of)	Space Needs
Music	MA	50.0901	2015-16	External program review consultants for the music programs noted inadequate performance space and safety concerns regarding the absence of windows in practice rooms. They concluded that instructional space and overall sufficiency of resources to support strategic planning initiatives and stated goals need improvement. The final recommendations of the review included re-envisioning phase II plans for performing arts facilities in light of the current environment and available resources and exploring options to address immediate space and facilities needs.
Music	BA	50.0903	2015-16	
Music Education	BME	13.1312	2015-16	
Music Performance	BM	50.0903	2015-16	
Theatre	BFA	50.0501	2015-16	External program review consultants for the theatre programs noted inadequate performance space and shop facilities. They concluded that instructional space and overall efficiency of resources to support strategic planning initiatives and stated goals need improvement. The final recommendations of the review included re-envisioning phase II plans for performing arts facilities in light of the current environment and available resources and exploring options to address immediate space and facilities needs.
Theatre	MFA	50.0501	2015-16	
Theatre	MA	50.0501	2015-16	
Theatre Studies	BA	50.0501	2015-16	

In addition to the state-mandated academic program review, programs in the School of Performing Arts undertook specialized accreditation review in 2014-15 by the National Association of Schools of Music (NASM) and the National Association of Schools of Theatre (NAST). While the reviews resulted in successful reaffirmation of accreditation for the music programs and initial accreditation of the theatre programs, the evaluators noted several deficiencies with regard to facilities and space.

2014-15 Feedback from NASM and NAST Accreditation Reviewers

Academic Program	Degree	CIP	Last review (Class of)	Space Needs
Music	MA	50.0901	2015-16	There remains a need for dedicated rehearsal and performance spaces for instrumental and choral ensembles along with seating for a large audience. Specific needs include better sightlines and acoustics.
Music	BA	50.0903	2015-16	
Music Education	BME	13.1312	2015-16	
Music Performance	BM	50.0903	2015-16	

Theatre	BFA	50.0501	2015-16	There is a need for studio and classroom space as well as a larger mainstage theatre. More specific needs include a backstage entrance, flexible seating, an orchestra pit, better sightlines, a spray booth, and ADA accessibility.
Theatre	MFA	50.0501	2015-16	
Theatre	MA	50.0501	2015-16	
Theatre Studies	BA	50.0501	2015-16	

NASM will review the music programs next in 2024-25 and NAST will review the theatre programs again in 2020-21. All of the music and theatre programs within the School of Performing Arts are scheduled for their next state-mandated program review in the 2021-22 academic year.

8.0 CAMPUS MASTER PLAN

Chapter 8 describes consistency with the facilities master plan in accordance with BOG 14.0025 (2), and compatibility with the approved master plan per BOG 14.0025 (3).

The Campus Master Plan (CMP)

Three (3) Campus Master Plans have included this project. There were years that the project was envisioned in multiple phases.

- 2020-2030 CAMPUS MASTER PLAN - One combined project was included on the 10-year Schedule of Capital Projects (SCP)¹³ and keyed to the Capital Improvements Map:
 - Key 11. Performing Arts Complex Phase II - 122,800 GSF
- 2015-2025 CAMPUS MASTER PLAN - Two phases were included on the Capital Improvement List and keyed to the Urban Design & Capital Improvements Map:
 - Key 7. Arts Complex Phase II (Performance) - \$50,000,000
 - Key 38. Arts Complex Phase III - \$10,049,161
- 2010-20 CAMPUS MASTER PLAN – Two phases were included on the Capital Improvement List and keyed to the Urban Design & Capital Improvements Map:
 - Key 13. Arts Complex Phase II (Performance) - \$75,000,000
 - Key 38. Arts Complex Phase III - \$10,049,161

Consistency with Goals, Objectives or Policies of the Campus Master Plan

The PERFORMING ARTS COMPLEX PHASE II will comply with Goals, Objectives, and Policies in the *2020-30 Campus Master Plan Update* adopted in November 2019, including, but not limited to:

ELEMENT 2.0 Future Land Use & Urban Design - 2.2 Urban Design,

GOAL 1:

OBJECTIVE 1.6: Develop energy-efficient campus facilities, as detailed in the UCF Standards.¹⁴

POLICY 1.6.9: All new UCF buildings shall be LEED Gold-certified (Leadership in Energy and Environmental Design), and each new project shall achieve LEED Gold certification as defined by the U.S. Green Building Council.

ELEMENT 11.0 Academic & Support Facilities

GOAL 1: Provide modern, well-equipped academic facilities to meet general requirements of state-of-the-art instruction in all programs.

¹³ The 10-Year Schedule of Capital Projects (SCP), introduced in the 2020-30 CMP, includes only stable factors like project name, GSF, ASF, and a brief description. Variable factors like cost, priority rank, and schedule are only shown on the annual 5-year Capital Improvement Plan (CIP).

¹⁴ Standards refers to the UCF Design, Construction, and Renovation Standards.

9.0 SPACE UTILIZATION CRITERIA

Chapter 9 indicates compatibility with space utilization criteria in accordance with BOG 14.0025 (3).

State Space Criteria

State criteria is available to guide space planning in Florida institutions of higher education and at UCF, including the *State Requirements for Educational Facilities, 2014 (SREF)*.

- The project will be compatible with State Space Criteria.

The State University System Space Needs Generation Formula recognizes the following space categories:

Instructional/Research	Academic Support	Institutional Support
Classrooms Teaching Laboratories Research Laboratories	Study Facilities Instructional Media Auditorium/Exhibition Teaching Gymnasium	Office/Computer Campus Support Services

SREF Chapter 1, Section 1.2 Definitions (page 10, item 86) describes the following types of square footage for net/gross calculations in a postsecondary facility:

- (a) Assignable Square Footage (ASF)¹⁵. ... the enclosed and interior floor area assigned to or available to be assigned to an occupant or specific use.
- (b) Non-Assignable Square Footage ...the floor area of a building not available for assignment ... but necessary for the general operation of the building; (e.g.) custodial, circulation, mechanical and toilet areas.
- (c) Net Square Footage (also, Net Usable Square Footage). This includes assignable square footage and useable nonassignable square footage.
- (d) Structural Square Footage. The floor area of a building that cannot be occupied or used because of structural building features...interior and exterior walls, or unusable areas in attics.
- (e) Gross Square Footage (GSF). The sum of all floor areas on all floors of a building included within the outside faces of its exterior walls.

University Space Criteria

University criteria is available to guide space planning at UCF, including the UCF Space Allocation and Use Policy - August 8, 2018.

- The project will be compatible with University Space Criteria.

Project-specific Space Criteria

UCF, or a consulting architect working with the University, will prepare project-specific space planning documents for the project.

Space Program

- UCF prepared a "Summary of Required Spaces" (SRS) dated 10/1/2019 (See Appendix). It was based on a conceptual space program dated 8/14/2019, prepared pro bono by Baker Barrios Architects, Inc. and Stages (theatre consultants). The UCF SRS was issued for the purpose of preliminary estimating.

Space Use Categories

The SRS indicated the following four (4) Space Use Categories in the facility.

200 LABORATORIES, specifically Teaching Laboratories

¹⁵ Assignable Square Feet (ASF) is also known as Net Assignable Square Feet (NASF).

- *A teaching laboratory is a room used primarily for scheduled classes that require special purpose equipment or a specific room configuration for student participation, experimentation, observation, or practice in an academic discipline.*

300 OFFICE

- *Offices and conference rooms specifically assigned to each of the various academic, administrative, and service functions.*

400 STUDY

- *Study facilities include study rooms, stack areas, processing rooms, and study service areas.*

600 GENERAL USE

- *Assembly rooms, exhibition space, food facilities, lounges, merchandising facilities... and other facilities that are intended for general use by students, faculty, staff, and the public.*

Net Assignable Space vs. Allowable Gross Building Area

For each space use category, different net-to-gross conversion factors are prescribed by the State University System (SUS) of Florida. The allowable gross area of the facility is determined by multiplying the net assignable square footage (NASF) in each space category by its allowable grossing factor, and then totaling the gross square footages (GSF).

Space Category	NASF	Net-to-Gross Factor	GSF
200 TEACHING LABS	49,335	1.5	74,003
300 OFFICE	2,485	1.5	3,728
400 STUDY	6,400	1.4	8,960
600 GENERAL USE	30,090	1.2	36,108
TOTAL ASSIGNABLE	88,310	ALLOWABLE GROSS	122,800

Program Statement

An Academic Program Statement (APS) should be prepared by UCF or the consulting Architect. It will include space narratives or room data sheets for every assignable room or space in the facility - to describe the use, basic characteristics, as well as any special services, features, finishes, or dimensional requirements. The APS will be signed by the Requestor and the UCF Administration to confirm that the facility described will meet the needs the requesting college or administrative unit and the University.

- An APS has not been prepared for this facility by the University or consulting architects.

Space to be Released

Space Administration prepares a list of space to be released back to the university when the project is completed.

It is not anticipated that any space assigned to Performing Arts will be released when the project is completed.

Note: Space in Building 16E is being used for Performing Arts storage, but not assigned to Performing Arts. This 11,850 sq.ft. space is comprised of 200 pallet spaces plus aisles, equal to 3,950 sq.ft. of racked storage and 8,000 sq.ft. not racked.

It is the department's intent to move this storage to University-owned storage containers¹⁶ in a secure storage lot being developed in 2020 on Ara Drive. Any space in Building 16E that is not released sooner, will be released to Facilities & Safety when the PAC II project is completed.¹⁷

¹⁶ Conex boxes or Intermodal shipping containers

10.0 PROJECT BUDGET

Chapter 10 includes the project budget, as required by BOG 14.0025(2).

Funding of Capital Projects

Funds being considered or sought for this project include:

- Public Education Capital Outlay (PECO)
- Capital Improvement Trust Funds (CITF)
- Private Donations
- Carry-forward balance, if approved on an annual spending plan

Project Budget

As design has not begun, a *conceptual estimate of probable construction cost* has been provided to establish the budget that UCF anticipates for the project. This is not an assurance that this quantity of funding will become available.

The construction estimate was prepared by Charles Perry Partners, Inc. (CPPI), dated November 27, 2019, based on the following scope documents:

1. Visionary concept drawings and renderings by Baker Barrios Architects, Inc.
2. A space program developed by Stages (theatre design consults) for Baker Barrios.
3. A Summary of Required Spaces (SRS) developed by UCF Facilities Planning & Construction (See Appendix).

Estimate of Probable Construction Cost

Performing Arts Complex Phase II	
Cost Estimate ¹⁸ (Construction Cost of Work, Seating Allowance, General Conditions, Permit, Insurance, 15% Contingency, Escalation, Fee)	\$64,556,497
UCF construction (UCF IT, Office of Instructional Resources, Utilities and Energy Services)	\$1,200,000
UCF Contingency (5%)	\$3,750,000
Assumed Building Value	\$69,506,497
Design Fees ¹⁹ (Architect, Engineers, Specialty Consultants, Preconstruction Services, Design Contingency)	\$5,164,520
FF&E (Office/Study/Circulation/Shops/Rehearsal Hall furniture, misc. equip.)	\$328,983
Related Project - Utility Improvements ²⁰ (chilled water, hot water, and IT infrastructure enhancements)	\$2,500,000
TOTAL COST OF THE PROJECT	\$77,500,000

The project may move into design subsequent to Presidential approval of this Building Program. Before construction begins, the project will need to comply with all requirements for a capital project. See 4.0 HISTORY, Next Steps.

Plant Operation and Maintenance (PO&M)

The PO&M formula is a space/facilities operating funding model that was developed in 1993 by the State University System of Florida; and used by the Governor and Legislature to provide operating resources for new space/facilities.

The state has not appropriated PO&M funding for several years; therefore, the formula is used here only to determine the level of funding that will likely be needed to be provided by the

¹⁸ Estimate of probable construction cost, provided by CPPI.

¹⁹ Estimated design fees provided by CPPI.

²⁰ Estimate of probable construction cost, provided by CPPI

university on an annual basis to maintain the PAC II expansion of Building 119:

- 122,800 GSF X \$14.84 per square foot = \$1,822,352.

Reserve for Deferred Maintenance

The Board of Governors' 2021-22 Fixed Capital Outlay Budget Request Guidelines and Instructions state:

As a result of SB 190, and effective with the FY20-21 legislative budget request, this section has been added to help address the requirements now found in section 1001.706(12)(c)1, Florida Statutes, which states, in part, *"A plan is provided to reserve funds in an escrow account, specific to the project, into which shall be deposited each year an amount of funds equal to 1 percent of the total value of the building for future maintenance...."*

This is applicable to new construction, remodeling or renovation that has not received an appropriation in a previous year; excludes maintenance projects.

Building value may be taken from the current insurable value or comparable documented replacement value; do not use the original project cost or depreciated value. Cite the basis/source of the valuation.

The source of funds may include currently available recurring funds; nonrecurring revenues may not be used as a source of the recurring contribution. Future additional state appropriations should not be identified as the funding source.

For new projects, the plan must be ready for implementation in the event an appropriation is provided for the project.

Based on an assumed Building Value of \$69,506,497 for PAC II, the "Deferred Maintenance Plan" would require a yearly contribution of 1% into an escrow account - approximately \$695,000.

11.0 BUILDING CODES, STANDARDS, & REQUIREMENTS

Chapter 11 provides the building codes applicable to the project, as required by BOG 14.0025 (2).

Compliance

This project will comply with all applicable codes, laws, standards, statutes, and regulations.

Building Codes

The codes applicable to this project include, but are not limited to:

- Building Codes - Administered by UCF Building Department
- Fire Codes - Administered by the Florida Division of State Fire Marshal

Space Use Categories vs. Design Occupant Load

The unique nature of the “sound stage” is to provide flexibility; therefore, the sound stage will be capable of being divided into as many as four individual performance venues

SPACE USE CATEGORY – Regarding space use, the sound stage has been categorized as 210 TEACHING LABS,²¹ aka space where UCF students will learn all facets of the design, production, and staging of performances such as plays, musicals, concerts, and themed events (parades, etc.) These learning activities will take place during the typical class week (scheduled 7am to 9pm Monday through Friday); with hands-on learning extending to 11:00pm and on weekends.

DESIGN OCCUPANT LOAD represents “the number of occupants for whom *means of egress* facilities are provided.”²² Performance venues are categorized as Assembly occupancies for the purpose of calculating occupant loads. Life safety, egress, and accessibility must meet the requirements for maximum occupancy when *four* audiences are present.

The Architects and Engineers of Record (A/E EOR) must design layouts for the sound stage as Performance Venues and as Teaching Labs; and work with the UCF Building Department to determine the most stringent occupant loads. The project must provide occupancy placards that reflect both space uses.

UCF Standards & Guidelines

The project must meet UCF standards including, but not limited to:

- UCF Design, Construction, and Renovation Standards
Administered by UCF Facilities and Safety
- Telecommunications Design Standards
Administered by UCF Information Technology (UCF IT), an operating unit within the UCF Information Technologies and Resources Division (IT&R)
- Campus Landscape Master Plan and Design Standards (2016)
Administered by UCF Landscape & Natural Resources (LNR), a division of UCF Facilities & Safety
- Office of Instructional Resources Design Standards (2019)
Administered by UCF Office of Instructional Resources (OIR), an operating unit within the UCF Division of Digital Learning

²¹ Per the Postsecondary Education Facilities Inventory and Classification Manual (FICM), 2006 Edition

²² Per the Florida Building Code, Sixth Edition, Section 1004.

Florida Statutes

F.S. Chapter 255 addresses requirements for public property and publicly owned buildings.

Energy and Sustainability

The Architects and Engineers of Record (A/E EOR) will need to address LEED and sustainability with respect to performance, energy, water conservation / efficiency, and LEED campus credit integration.

After design has begun, detailed criteria will be included in the Owner's Project Requirements (OPR), and the A/EOR will be required to provide a Basis of Design (BoD) that gives technical guidance for how these requirements will be incorporated into the design.

The project must meet energy standards including, but not limited to:

- Green Building Construction and Renovation Requirements
Administered by UCF Department of Utilities & Energy Services (UES), a division of UCF Facilities & Safety
- State of Florida Model Energy Efficiency Code for Building Construction
Administered by UCF Department of Utilities & Energy Services (UES), a division of UCF Facilities & Safety

APPENDIX

Includes:

- Summary of Required Spaces 10/01/2019

Summary of Required Spaces (SRS)

UCF Performing Arts Complex Phase II													
SUMMARY OF REQUIRED SPACES (SRS)				October 1, 2019		SQUARE FOOTAGE		ACTUAL TOTAL	200 Lab	300 Office	400 Study	600 Gen. Use	
The existing Performing Arts Complex Phase I (2010) includes a Theatre Wing (119T) and a Music Wing (119M). A future Phase II was intended to wrap the facility on three sides and add several performance venues. PAC Phase II will be anchored by a large Flexible Performance Space, aka "the Soundstage," configurable into as many as 4 venues, including a Proscenium Theatre and a Concert Hall. The facility will also include Assembly and Production support, as well as Storage.						88,310	Assignable Area (ASF)	88,310	49,335	2,485	6,400	30,090	
						Net-to-Gross Factor per BOG		~	1.5	1.5	1.4	1.2	
						122,800	Gross Area (GSF)	122,798	74,003	3,728	8,960	36,108	
						NonASF allowed per BOG		34,488	Some NonASF is programmed				
Description		Remarks	Occ.	Qty	ASF	Subttl	Room Use Code	Lab	Office	Study	Gen. Use		
FRONT OF HOUSE (FOH)								0	810	6,400	6,780		
FOH Public Space										6,400	5,750		
Student Collaboratory	Study and interaction space (locate Vending nearby)	200	Allow		6,400 =	6,400	410 Study						
Art Gallery	Consider security		Allow		5,250 =	5,250	620 Exhibition						
Box Office Foyer			Allow		500 =	500	615 Assembly Service						
Lobby Circulation						0	See NonAssignable Space						
FOH Service Space											1,030		
Coatroom			1	@	200 =	200	615 Assembly Service						
Storage	FOH Equipment - stanchions & ropes, etc.?		1	@	150 =	150	615 Assembly Service						
Concession Stand	4 @ Counter / 4 @ Prep		1	@	400 =	400	660 Merchandising						
Concessions Storage	Dry goods storage with walk-in (cold storage)		1	@	190 =	190	665 Merchandising Service						
Vending Room	Near Student Collab (May be secured when Concessions is open)		1	@	90 =	90	660 Merchandising						
FOH Office Space									810				
Box Office	4 Windows	4	1	@	200 =	200	310 Office						
Box Office Phone Sales	Divide into quiet phone stations	3	1	@	150 =	150	310 Office						
Box Office Manager Office	Collocate w/ Box Office	1	1	@	100 =	100	310 Office						
Box Office Workroom - Copy/Supplies	Collocate w/ Box Office		1	@	200 =	200	315 Office Service						
Box Office Restroom - All Gender	Private Toilet, collocate w/ Box Office		1	@	60 =	60	315 Office Service						
House Manager Office		1	1	@	100 =	100	310 Office						
PERFORMANCE SPACE								26,680	0	0	2,000		
The "Soundstage"								25,780					
Flexible Performance Space	Divisible into up to 4 Performance Venues	varies	1	@	21,700 =	21,700	210 Teaching Lab						
Stage Hydraulic (Main, Wings, Apron)	Lower/raise from Main floor to Stage level (+3')	50	1	@	3,360 =	3,360	210 Teaching Lab						
Orchestra Pit	Lower/raise from Pit (-??) to Stage level (+3' aff)	40	1	@	720 =	720	210 Teaching Lab						
Seating (±1,000)											2,000		
Main Level Seating	Seating will be moved in/out of Flex Performance Space from the "Garage"												
Seating Wagons (18 @ 42 Seats)	7 seats (22"avg) x 6 rows, plus 1 aisle (16'w x 18'd wagons)	756					Mobile seating does not add assignable area						
Ganged chairs	Floor level (incl. Bariatric, ADA, etc.)	108					Mobile seating does not add assignable area						
Balcony Seating	Tiered balcony, theatre seating (incl. bariatric and ADA)	136	1	@	2,000 =	2,000	610 Assembly						
Stage Service Space									900				
Control Booths	Lighting Control, Sound, Projection, Followspot	4	@	150 =	600		215 Teaching Lab Svc						
Control Rooms	Dimmer & Audio Rack	2	@	150 =	300		215 Teaching Lab Svc						
BACK OF HOUSE (BOH)								2,705	675	0	21,310		
Performers' Space								2,705			1,200		
Large Dressing Rooms		12	4	@	560 =	2,240	215 Teaching Lab Svc						
Small Dressing Rooms	Star / Pit Conductor / Conductor	1	3	@	155 =	465	215 Teaching Lab Svc						
Green Room		40	2	@	600 =	1,200	650 Lounge						
The "Garage"											19,610		
Seating Storage	Wagons (18 @ 16'w x 18'd = 5,184sf), plus chair carts	Allow			6,200 =	6,200	615 Assembly Service						
Existing Prop Storage (Bldg 16E)	200 Pallet Spaces incl. aisles = 3,950sf racked & 8,000sf not racked	Allow			12,000 =	12,000	615 Assembly Service						
Backstage General Storage	Concert Shell, etc	1	@	500 =	500		615 Assembly Service						
Secure Storage Rooms													
Pit Equipment		1	@	150 =	150		615 Assembly Service						
Instruments /Piano		1	@	300 =	300		615 Assembly Service						
Orchestra Equipment		1	@	150 =	150		615 Assembly Service						
Wigs / Makeup		1	@	100 =	100		615 Assembly Service						
Paint/ Pyro		1	@	50 =	50		615 Assembly Service						
Run Crew Supply		2	@	80 =	160		615 Assembly Service						
BOH Office Space									600				
House Technical Director		1	1	@	100 =	100	310 Office						
Stage Management	Will there be 2 stage managers?	1	2	@	100 =	200	300 Office						
Bldg Engr, O&M	Larger offices include work area	1	2	@	150 =	300	300 Office						
BOH Other									75		500		
Receiving Room @ Dock	Note: Loading Dock must serve Semi-Trailers for Roadshows	1	@	300 =	300		615 Assembly Service						
Stage Door Lobby	Include Vending Machines	1	@	200 =	200		615 Assembly Service, 660 Merchandising						
Security Desk	Stage Door and Receiving	1	1	@	75 =	75	310 Office						
Additions to Wings THEATRE (119T) and MUSIC (119M)								19,950	1,000	0	0		
Production Space								19,950					
Rehearsal Hall - Orchestra	Increased from 8sf/person to 15sf	250	1	@	3,750 =	3,750	220 Open Lab						
Rehearsal Hall - Dance, Large	Sprung floor	50	1	@	2,500 =	2,500	220 Open Lab						
Rehearsal Hall - Dance, Small	Sprung floor	18	1	@	900 =	900	220 Open Lab						
Production Shops	Scenery, Wardrobe, Welding, etc.		Allow		12,000 =	12,000	210 Teaching Lab						
Wardrobe Maintenance Shop			1	@	100 =	100	210 Teaching Lab						
Lighting Shop			1	@	400 =	400	210 Teaching Lab						
A/V Shop			1	@	300 =	300	210 Teaching Lab						
Office Space									1,000				
Faculty Offices		1	10	@	100 =	1,000	310 Office						



Capital Projects Funding Certification Form

This form is required as a condition for approval by the Finance and Facilities Committee and the Board of Trustees.

Project name/description: Arts Complex Phase II \$2,750,000

Funding source(s): Capital Improvement Trust funds(\$2m)/Donor funds(\$750k)

This is to certify that the above capital project which exceeds \$2 million has been reviewed and approved and the type of funding for the project is authorized by state law and Board of Governors Regulations.

Alexander Cartwright Digitally signed by Alexander Cartwright
Date: 2021.01.28 17:11:54 -05'00'

President

Date

Misty Shepherd

Digitally signed by Misty Shepherd
Date: 2021.01.20 08:49:15 -05'00'

Vice President

Date

Gerald L. Hector Digitally signed by Gerald L. Hector
Date: 2021.01.25 13:57:23 -05'00'

Chief Financial Officer

Date

Youndy C Cook Digitally signed by Youndy C Cook
Date: 2021.01.28 13:32:58 -05'00'

General Counsel

Date

UCF BOARD OF TRUSTEES

Agenda Item Summary

February 18, 2021

Title: Vice Chair Vacancy

☐ Information☐ Information for upcoming action☒ Action**Meeting Date for Upcoming Action:** _____**Purpose and Issues to be Considered:**

The Governance Committee will discuss nominations and recommend to the Board, a trustee to fill the vacant vice chair term ending June 30, 2021.

Background Information:

The Board of Trustees Bylaws provide that the Board shall elect its chair and vice chair from the appointed members and upon recommendation of the Governance Committee. The regular nomination cycle and process for presenting a chair and vice chair slate as outlined in the Board of Trustees Bylaws and Governance Committee Charter is not affected by the action of filling this vacancy. The trustee elected to fill the remainder of the vacant vice chair term will not be precluded from being eligible to be nominated or selected for a future officer role.

Recommended Action:

Approve Harold Mills to fill the vacant vice chair term ending June 30, 2021.

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

N/A

Authority for Board of Trustees Action:

Ninth Amended and Restated Bylaws University of Central Florida Board of Trustees, Section 4.2

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Karen Monteleone, Assistant Vice President, Board Relations

Supporting Documentation:

Attachment A: Vice Chair Nominee

Facilitators/Presenters:

Chair Okaty

Karen Monteleone

Attachment A Vice Chair Nominee

(3 nominations)

UCF Board of Trustees



Harold Mills

Board of Governors Appointment (term expires 01/06/2026)

Harold Mills is the CEO of VMD Ventures focused on investing in entrepreneurs in a variety of technology and service industries. Mills is also former Chairman and Chief Executive Officer of ZeroChaos, a leading global workforce management company. Mills is attributed with building ZeroChaos from inception to a multi-billion-dollar company with operations in over 53 countries.

Prior to ZeroChaos, Mr. Mills held various executive positions in general management and corporate development with leading solutions companies, including, HR technology companies and telecom companies, including AT&T (formerly Ameritech). Mr. Mills was the general manager of one of AT&T's emerging technology business units. Mills began his career holding several management positions at General Electric as a member of one of its fast-track management programs.

He serves on the boards of Guidewell and Florida Blue, Rollins College, University of Central Florida, Dr. Phillips Performing Arts Center, and LIFT Orlando, among others. He is a past board member for Florida Council of 100, Florida A&M University, the Jacksonville Branch of the Federal Reserve Bank of Atlanta and former chairman of Florida Citrus Sports, and recently he led the Heart of Florida's United Way campaign.

A Henry Crown Fellow and member of the Aspen Global Leaders, Mr. Mills has been honored with many awards including the EY (formerly Ernst & Young) Entrepreneur of the Year; the Peter Yessne Industry Innovator of the Year; Human Resources Outsourcing Association Thought Leader of the Year; Orlando's Entrepreneur of the Year; Orlando Business Journal's Top 40 under 40, and many others. He has been featured in many industry and trade magazines, business journals and other business and trade outlets.

Mr. Mills earned a bachelor's degree from Purdue University and an MBA from Harvard Business School. He resides in Orlando with his wife and three children.

UCF BOARD OF TRUSTEES
Agenda Item Summary
 February 18, 2021

Title: Board of Governors' Performance-based Funding Data Integrity Certification Audit Report

☐ **Information**

☐ **Information for upcoming action**

☒ **Action**

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

To determine if the report achieves the objective of complying with the Board of Governors' reporting requirements and any correction plans identified within the report are clearly documented and adequately address the correction plans.

Background Information:

As an annual requirement, University Audit has performed an audit of UCF's processes to ensure the completeness, accuracy, and timeliness of data submissions relating to Board of Governors' performance funding metrics.

The results of this audit are required to be accepted by the committee including any identified corrective action plans. After acceptance by the committee and subsequent review and approval by the full UCF Board of Trustees, the report shall be submitted to the Board of Governors' Office of Inspector General and Director of Compliance no later than March 1, 2021.

Recommended Action:

Accept University Audit's report on the Board of Governors Performance-based Funding Data Integrity Certification Process.

Alternatives to Decision:

Elect not to accept the report and/or require additional work be performed by University Audit along with a formal request to the Board of Governors for a filing extension.

Fiscal Impact and Source of Funding:

Cost to UCF is internal representing the hours spent by University Audit and other departments in completing the audit and reviewing the results.

Authority for Board of Trustees Action:

The Florida Board of Governors' Data Integrity Certification process which was established in June 2014.

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Robert Taft, Chief Audit Executive

Supporting Documentation:

Attachment A: Board of Governors' Performance-based Funding Data Integrity Certification Audit Report

Facilitators/Presenters:

Robert Taft, Chief Audit Executive

UNIVERSITY AUDIT

AUDIT 358

JANUARY 22, 2021

PERFORMANCE-BASED FUNDING DATA INTEGRITY

AUDIT OF INTERNAL CONTROLS AND COMPLIANCE
AS OF SEPTEMBER 30, 2020



UNIVERSITY OF CENTRAL FLORIDA

This work product was prepared in accordance with the International Standards for the Professional Practice of Internal Auditing, as published by the Institute of Internal Auditors, Inc.



University Audit

UNIVERSITY OF CENTRAL FLORIDA

MEMORANDUM

TO: Alexander Cartwright
President

FROM: Robert J. Taft
Chief Audit Executive

DATE: January 22, 2021

SUBJECT: Audit of Performance-based Funding Data Integrity

The enclosed report represents the results of our Performance-based Funding Data Integrity audit. No reportable issues were identified during the performance of our work.

We appreciate the cooperation and assistance of the staff in Institutional Knowledge Management and UCF IT.

cc: M. Paige Bordon
Linda Sullivan
Michael Johnson
Jana Jasinski
Mike Kilbride
Board of Trustees
State University System of Florida Inspector General

Background and Performance Objectives

Beginning in 2013-14, the Florida Board of Governors (BOG) implemented a performance-based funding (PBF) model which utilizes 10 performance metrics to evaluate universities on a range of issues, including graduation rates, job placement, cost per degree, and retention rates.

According to information published by the BOG in May 2014, the following are key components of the funding model.

- For each metric, institutions are evaluated on either Excellence (a raw score) or Improvement (the percentage change from the prior year).
- Performance is based on data from one academic year.
- The benchmarks for Excellence are based on the BOG 2025 System Strategic Plan goals and analysis of relevant data trends, whereas the benchmarks for Improvement are determined by the BOG after reviewing data trends for each metric.
- The Florida Legislature and Governor determine the amount of new state funding and a proportional amount of institutional funding that would come from each university's recurring state base appropriation.

For 2020-21 funding, each university was evaluated on seven common metrics, except Florida Polytechnic University, which is not yet eligible to participate in the funding process until 2021-22. The eighth metric applied to all institutions except New College, which had an alternate metric more appropriate to its mission. The ninth metric was chosen by the BOG, focusing on specific areas of improvement and the distinct mission of each university. The Board of Governors introduced a new set of metrics for the tenth metric. Each university's Board of Trustees (BOT) was instructed to choose a metric from this set which would not automatically award 10 points to that institution. Each university's benchmarks were then reset at 7 points to align with their one-year goal. A 10-point benchmark was set as the university's 2021-22 goal.

The eight common metrics:

1. percent of bachelor's graduates continuing their education or employed (with a salary greater than \$25,000) within the U.S. one year after graduation
2. median wages of bachelor's graduates employed full-time one year after graduation
3. average cost to the student (net tuition per 120 credit hours) for a bachelor's degree
4. four-year graduation rate (includes full-time, first time in college students)
5. academic progress rate (second year retention with a GPA greater than 2.0)
6. bachelor's degrees awarded within programs of strategic emphasis
7. university access rate (percent of fall undergraduates with a Pell-grant)
8. graduate degrees awarded within programs of strategic emphasis

The BOG selected metric:

9. percent of bachelor's degrees without excess hours

UCF Board of Trustee's selected metric:

10. percent of bachelor's degrees awarded to African American and Hispanic Students

The BOG developed a Performance-based Funding Data Integrity Certification form to provide assurances that the data provided by universities is reliable, accurate, and complete. This certification form is to be signed by the university president, affirmatively certifying each of the 13 stated representations or providing an explanation as to why the representation cannot be made as written. The certification form is also to be approved by the university BOT and signed by the BOT chair.

To make such certifications meaningful, during the 2019 Legislative Session, lawmakers approved Senate Bill 190 that contains language amending section 1001.706, Florida Statutes. The new language states:

"Each university shall conduct an annual audit to verify that the data submitted pursuant to ss. 1001.7065^[1] and 1001.92^[2] complies with the data definitions established by the board and submit the audits to the Board of Governors Office of Inspector General as part of the annual certification process required by the Board of Governors."

Audit Objectives and Scope

The primary objective of this audit was to determine the adequacy of university controls in place to promote the completeness, accuracy, and timeliness of data submissions to the BOG, particularly as they relate to PBF metrics and preeminence metrics. This audit will also provide an objective basis of support for the president and BOT chair to certify the required representations on the data integrity certification form.

Our approach is to audit supporting data files related to a minimum of four of the 10 measures each year so that all measures are tested at least twice within a five-year cycle.

This year's testing including data files submitted as of September 30, 2020, related to:

- Metric 3: average cost to the student (net tuition per 120 credit hours) for a bachelor's degree
- Metric 4: four-year graduation rate (includes full-time, first time in college students)
- Metric 6: bachelor's degrees awarded within programs of strategic emphasis
- Metric 10: percent of bachelor's degrees awarded to African American and Hispanic Students

The achieved Preeminent Metrics selected for testing include:

- Metric B: Public university national ranking
- Metric C: Freshman retention rate
- Metric G: Non-medical science and engineering research expenditures

¹ S. 1001.7065, Florida Statute, Preeminent State Research University Program

² S. 1001.92, Florida Statute, State University System Performance-based Incentive

- Metric I: Patents awarded (over 3-year period)

Although not achieved, Metric D: Four-year graduation rate was also tested for accuracy and no issues were identified.

A comprehensive review of the controls and processes established by the university to ensure the completeness, accuracy, and timeliness of data submissions to the BOG which supported the PBF metrics was performed during our audit in 2015-16. We continue to review any changes to these controls and processes on an annual basis.

In addition, we verified the completeness and accuracy of the Hours to Degree (HTD), Courses to Degree (CTD), Student Instruction File (SIF), and Student Financial Aid (SFA) files submitted to the BOG in support of the measures listed above. By independently developing our own queries in PeopleSoft and comparing those results to the files submitted to BOG, we were able to test 100 percent of the students submitted for each file, with the exception of HTD. Because of methodology and source system complexities, a query could not be developed; therefore, we tested a judgmental sample of students to ensure accuracy.

Overview of Results

Based on our audit, we have concluded that UCF's controls and processes are adequate to ensure the completeness and accuracy of data submitted to the BOG in support of performance-based funding.

It should be noted that the Fall 2018 and Spring 2019 Degrees Awarded files and the 2018 Hours to Degree file submittals were delayed due to degree posting and file logic changes stemming from the new degree audit system. The BOG was informed of these delays. The delays had no impact on performance funding calculations.

We believe that our audit can be relied upon by the university president and the UCF Board of Trustees as a basis for certifying the representations made to the BOG related to the integrity of data required for the BOG performance-based funding model.

Audit Performance Metrics

Beginning of audit: August 26, 2020

End of fieldwork: January 13, 2021

Audit Team Members:

Vicky Sharp, senior auditor, auditor in charge

Vallery Morton, audit manager, level I reviewer

Robert Taft, chief audit executive, level II reviewer

UCF BOARD OF TRUSTEES
Agenda Item Summary
February 18, 2021

Title: Performance-based Funding Data Certification Form

☐ **Information**

☐ **Information for upcoming action**

☒ **Action**

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

To determine if the form achieves the objective of complying with the Board of Governors' reporting requirements and accurately expresses the results of the audit and the attestations being made by the university including documentation of any significant exceptions or concerns.

Background Information:

As an annual requirement, UCF is required to complete a Performance-based Data Integrity Certification Form affirming the results of the completed audit report (AUDC-2) and that all representations included in the Performance Data Integrity Certification Form have been fulfilled.

After approval of the form by the committee and subsequent approval by the full UCF Board of Trustees, this document is to be signed by the university president and the UCF Board of Trustees Chair and is to be submitted to the Board of Governors' Office of Inspector General and Director of Compliance no later than March 1, 2021.

Recommended Action:

Approval for submission of the Performance-based Funding Data Integrity Certification Form to the Board of Governors.

Alternatives to Decision:

Elect not to approve the form and/or require additional work be performed by University Audit along with a formal request to the Board of Governors for a filing extension.

Fiscal Impact and Source of Funding:

Cost to UCF is internal representing the hours spent by University Audit and other departments in completing the audit and reviewing the results.

Authority for Board of Trustees Action:

The Florida Board of Governors' Data Integrity Certification process which was established in June 2014.

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Robert Taft, Chief Audit Executive

Supporting Documentation:

Attachment A: Performance-based Funding Data Integrity Certification Form

Facilitators/Presenters:

Robert Taft, Chief Audit Executive



Data Integrity Certification

March 2021

University Name: University of Central Florida

INSTRUCTIONS: Please respond "Yes" or "No" for each representation below. Explain any "No" responses to ensure clarity of the representation you are making to the Board of Governors. Modify representations to reflect any noted **significant** audit findings.

Data Integrity Certification Representations			
Representations	Yes	No	Comment / Reference
1. I am responsible for establishing and maintaining, and have established and maintained, effective internal controls and monitoring over my university's collection and reporting of data submitted to the Board of Governors Office which will be used by the Board of Governors in Performance-based Funding decision-making and Preeminence or Emerging-preeminence Status.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. These internal controls and monitoring activities include, but are not limited to, reliable processes, controls, and procedures designed to ensure that data required in reports filed with my Board of Trustees and the Board of Governors are recorded, processed, summarized, and reported in a manner which ensures its accuracy and completeness.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. In accordance with Board of Governors Regulation 1.001(3)(f), my Board of Trustees has required that I maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. In accordance with Board of Governors Regulation 3.007, my university provided accurate data to the Board of Governors Office.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. In accordance with Board of Governors Regulation 3.007, I have appointed a Data Administrator to certify and manage the submission of data to the Board of Governors Office.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Data Integrity Certification

Data Integrity Certification Representations			
Representations	Yes	No	Comment / Reference
6. In accordance with Board of Governors Regulation 3.007, I have tasked my Data Administrator to ensure the data file (prior to submission) is consistent with the criteria established by the Board of Governors Data Committee. The due diligence includes performing tests on the file using applications, processes, and data definitions provided by the Board Office.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. When critical errors have been identified, through the processes identified in item #6, a written explanation of the critical errors was included with the file submission.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. In accordance with Board of Governors Regulation 3.007, my Data Administrator has submitted data files to the Board of Governors Office in accordance with the specified schedule.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Fall 2018 and Spring 2019 Degrees Awarded files and the 2018 Hours to Degree file were delayed due to degree posting and file logic changes stemming from the new degree audit system. We kept the BOG informed of our delays and the submission delay did not have any adverse impact on any of the data processing for the Accountability Plan.
9. In accordance with Board of Governors Regulation 3.007, my Data Administrator electronically certifies data submissions in the State University Data System by acknowledging the following statement, "Ready to submit: Pressing Submit for Approval represents electronic certification of this data per Board of Governors Regulation 3.007."	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. I am responsible for taking timely and appropriate preventive/ corrective actions for deficiencies noted through reviews, audits, and investigations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. I recognize that Board of Governors' and statutory requirements for the use of data related to the Performance-based Funding initiative and Preeminence or Emerging-preeminence status consideration will drive university policy on a wide range of university operations – from admissions through graduation. I certify that university policy changes and decisions impacting data used for	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Data Integrity Certification

these purposes have been made to bring the university's operations and practices in line with State University System Strategic Plan goals and have not been made for the purposes of artificially inflating the related metrics.			
Data Integrity Certification Representations			
Representations	Yes	No	Comment / Reference
12. I certify that I agreed to the scope of work for the Performance-based Funding Data Integrity Audit and the Preeminence or Emerging-preeminence Data Integrity Audit (if applicable) conducted by my chief audit executive.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. In accordance with section 1001.706, Florida Statutes, I certify that the audit conducted verified that the data submitted pursuant to sections 1001.7065 and 1001.92, Florida Statutes [regarding Preeminence and Performance-based Funding, respectively], complies with the data definitions established by the Board of Governors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Data Integrity Certification Representations, Signatures	
<p>I certify that all information provided as part of the Board of Governors Data Integrity Certification for Performance-based Funding and Preeminence or Emerging-preeminence status (if applicable) is true and correct to the best of my knowledge; and I understand that any unsubstantiated, false, misleading, or withheld information relating to these statements render this certification void. My signature below acknowledges that I have read and understand these statements. I certify that this information will be reported to the board of trustees and the Board of Governors.</p> <p>Certification: _____ Date _____</p> <p style="margin-left: 100px;">President</p>	
<p>I certify that this Board of Governors Data Integrity Certification for Performance-based Funding and Preeminence or Emerging-preeminence status (if applicable) has been approved by the university board of trustees and is true and correct to the best of my knowledge.</p> <p>Certification: _____ Date _____</p> <p style="margin-left: 100px;">Board of Trustees Chair</p>	

UCF BOARD OF TRUSTEES
Agenda Item Summary
 February 18, 2021

Title: Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees

☐ Information ☐ Information for upcoming action ☒ Action

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

The collective bargaining agreement (CBA) between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees is presented for approval.

Article 7 Wages includes a \$1,200 one-time payment for 2021; Article 19 Non-Discrimination includes a necessary correction and clarification; and Article 28 Duration indicates the new CBA effective date. In addition, in-unit job titles were updated per the unit clarifications completed with the Florid Public Employee Relations Commission (PERC) in 2020. All other articles remain status quo.

The Compensation and Labor Committee is responsible for advising the board and president regarding prospective and current collective bargaining activities and issues and making recommendations to the board regarding board action.

Background Information:

Over 1,100 USPS employees at the University of Central Florida are represented for purposes of collective bargaining by the American Federation of State, County, and Municipal Employees. The collective bargaining agreement includes the Blue Collar Unit, the Administrative and Clerical Unit, and the Other Professional Unit. The parties entered into a three-year collective bargaining agreement that expired on September 30, 2019, and pursuant to that agreement, negotiations for a successor agreement began in August, 2019.

Recommended Action:

The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends ratification of the collective bargaining agreement.

Alternatives to Decision:

Refuse to ratify.

Fiscal Impact and Source of Funding:

The \$1,200 one-time payment included in Article 7 was previously budgeted. There is no additional fiscal impact.

Authority for Board of Trustees Action:

BOG Regulation 1.001(5)(a),(b)

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Maureen Binder, Associate Vice President and Chief Human Resources Officer

Supporting Documentation:

Attachment A: 2020-2023 UCF-AFSCME Collective Bargaining Agreement

Facilitators/Presenters:

Maureen Binder, Associate Vice President and Chief Human Resources Officer

Attachment A

PREAMBLE

This Agreement is entered into between THE UNIVERSITY OF CENTRAL FLORIDA, BOARD OF TRUSTEES, hereinafter referred to as the “BOARD” or the “UNIVERSITY” and the FLORIDA PUBLIC EMPLOYEES COUNCIL 79, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereafter referred to as “AFSCME.” It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide a full agreement between the parties concerning rates of pay, wages, hours of employment, and any other terms or conditions of employment.

Attachment A

Article 1

RECOGNITION

The university recognizes AFSCME as the exclusive bargaining representative for all employees in the job classifications included in Florida Public Employees Relations Commission (PERC) Certification No. 1481, 1588, and 1589 which are listed in Appendix A of this Agreement. All other employees not included in the bargaining unit shall not be covered by the terms of this Agreement.

Attachment A

Article 2

DEFINITIONS

The terms used in this Agreement are defined as follows:

2.1 “AFSCME Staff Representative” means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.2 “Days” means business days, Monday through Friday and excluding holidays and days when the university is administratively closed, unless stated otherwise.

2.3 “Employee” means a member of the bargaining unit described in Article 1.

2.4 “Meet Performance Standards” means an employee has been evaluated as having an overall rating that indicates that the employee’s work performance achieves the standards established by the university for the position.

2.5 “Position” means a regular position in a classification included in the bargaining unit described in Article 1.

2.6 “President” means the president of the university or his/her designee.

2.7 The Chief Human Resources Officer shall be abbreviated as “CHRO.”

2.8 “President of Council 79” includes his/her representatives.

2.9 “Regular Status” is earned by an employee after successfully completing the specified probationary period. Regular status provides the employee with rights to appeal adverse action taken against the employee.

2.10 “Steward/AFSCME Employee Representative” means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under the grievance procedure of this Agreement when AFSCME has been selected as the employee’s representative.

2.11 “Discharge” means a termination action in accordance with Article 22 Disciplinary Action.

2.12 The Equal Employment Opportunity Commission shall be abbreviated as “EEOC.”

2.13 The Florida Commission on Human Relations shall be abbreviated as “FCHR.”

2.14 “Grievance” means a dispute concerning the interpretation or application of a specific provision of this Agreement and/or a university policy cited in the Agreement, except as specifically excluded.

Attachment A

2.15 “Grievant” means an employee or group of employees who has/have filed a grievance in a dispute over a provision of the Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of the Agreement that confers rights upon AFSCME.

Attachment A

Article 3

MANAGEMENT RIGHTS

3.1 The university reserves and retains all rights, powers, prerogatives, and authority customarily exercised by management (as described in F.S. 447), except as is expressly limited or modified by a specific provision of this Agreement.

3.2 AFSCME and the employees covered under this Agreement recognize and agree that the university has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the university specifically, but not by way of limitation, reserves the sole and exclusive right to exercise complete and unhampered control to manage, direct, and totally supervise all employees of the university; decide the scope of service to be performed and the method of service; take whatever action may be necessary to carry out the mission and responsibility of the university in unusual and/or emergency situations; schedule and assign the work to the employees and determine the size and composition of the workforce; assign overtime work to employees; determine the services to be provided to the public and the students, the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment; hire (including the right to refrain from hiring) and/or otherwise determine the criteria and standards of selection for employment, including minimum qualifications; discharge, demote, suspend, or otherwise discipline in accordance with university and departmental regulations and procedures and the provisions of this Agreement; set procedures and standards to evaluate employees' job performance; maintain the efficiency of the operations of the university's departments; determine job functions; determine the training necessary for all university positions; determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the discretion of the university, good business judgment requires such action based on the needs of the university; determine the number, location, and operation of all departments and other operating units; control the use of equipment and property of the university; contract and/or subcontract any existing or future work; and require any bargaining unit employee to submit to an examination by a medical doctor based upon the reasonable belief that the employee is unable to perform his/her assigned job duties.

3.3 The above rights of the university are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the university in its general capacity as management. Subject to the specific provisions of this Agreement, any of the rights, powers, and authority that the university had prior to entering into this collective bargaining agreement are retained by the university.

3.4 The exercise of the above management rights by the university shall not preclude an employee from raising a grievance where the employee in good faith believes that such exercise violates a specific provision of this Agreement.

Attachment A

Article 4

NO STRIKE

4.1 No Strike.

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities which are prohibited in Section 447.203(6), Florida Statutes.

B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

4.2 Remedies.

A. The university may discharge or discipline any employee who violates the provisions of this Article and neither AFSCME nor the employee shall use the Grievance Procedure on such employee's behalf. However, nothing herein shall restrict AFSCME or the employee from filing a charge with the Public Employees Relations Commission; provided that the university shall not be foreclosed from raising its defenses thereto.

B. Nothing contained herein shall preclude the university from obtaining judicial restraint and damages in the event of a violation of this Article.

Attachment A

Article 5

AFSCME ACTIVITIES

5.1 Policy. The president of Council 79 shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities which require action by or coordination with the president or his designees. The president or designee will initiate contact with the president of Council 79 concerning matters that require action by, or coordination with, Council 79.

5.2 Designation and Selection of Representatives.

A. The president of Council 79 shall annually furnish to the CHRO or CHRO's designee, no later than August 15, a list of Stewards/AFSCME Employee Representatives, the local AFSCME President, and AFSCME Staff Representatives, including the employee's name, department and phone number. AFSCME shall notify the CHRO or designee, in writing, of any changes to the Steward/AFSCME Employee Representative, local AFSCME President, and AFSCME Staff Representatives. The university will not recognize any person as a Steward/AFSCME Employee Representative, local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The president of Council 79 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than five (5) employees so designated; provided, however, that no more than one steward shall be permitted to handle a particular grievance.

5.3 Representative Access.

A. Representatives of AFSCME shall have access to the premises of the university in accordance with policies regarding public access to State property.

B. Should a Representative of AFSCME desire access to premises not available to the public under university policy for the purpose of investigating a grievance, he/she shall contact the Director who shall have the sole and exclusive discretion to grant (or not grant) such access and (if granted) the conditions of the access (e.g., location, length of time, etc.). Under no circumstances will such access request be granted where the access could impede university operations or interfere with the work of the employees.

C. AFSCME shall have the right to use university facilities for meetings on the same basis as they are available to other non-university related organizations.

D. The university may establish an account into which AFSCME may deposit funds that would be used to reimburse the university for services provided.

5.4 Copies of Agreements.

Attachment A

A. The university will make available on the Office of Human Resources website at <http://www.hr.ucf.edu> a copy of the ratified Agreement. The university will also provide printed copies of the Agreement to the AFSCME Stewards and representatives included on the list referenced in Section 5.2A above, as well as have copies available in the Office of Human Resources and Facilities and Safety Human Resources.

B. The university will arrange to provide a legally translated collective bargaining agreement in Spanish. The university and union will share equally the cost of translation.

5.5 Information Provided to the Union.

The university will provide the president of AFSCME Local 3345 with the following information, upon written request of the union, up to four times per year:

1. Name
2. Home address
3. Department

5.6 Bulletin Boards.

A. The university agrees to provide wall space for AFSCME-purchased bulletin boards at twenty (20) locations mutually agreed upon between the university and AFSCME.

B. The materials posted on the boards shall be restricted only to official AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards. Materials to be posted shall simultaneously be provided to the Director. Any posted material not meeting the above standards may be removed by the university.

C. Posting must be dated, approved, and signed by the local AFSCME president.

5.7 Regulations and Agendas.

A. The agendas and minutes of the meetings of the Board of Trustees shall be available to the local AFSCME president via the Board of Trustees website at <http://bot.ucf.edu>.

B. The university shall provide the local AFSCME president a copy of its regulations published online.

C. At least 21 days prior to the adoption or amendment of any university personnel regulation or policy which will change the terms and conditions of employment for employees, the university will provide notice to the AFSCME Local President of its intended action, including a copy of the proposed regulation or policy, and the name of a person at the

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university to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation.) AFSCME may provide written comments, concerns, or suggested revisions to the university contact person within 10 days of receipt of the notice. The university will consider and respond in writing to the comments, concerns, and suggestions of AFSCME within 10 days of their receipt by the university; such response will include the reasons for rejecting any suggested revisions. AFSCME may also confer with the CHRO concerning the proposed revisions to a university personnel regulation or policy; however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed regulation or policy revision. Nothing in this Section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation proceedings.

5.8 Negotiations.

A. Parties and Location. AFSCME agrees that all collective bargaining is to be conducted with university representatives designated for that purpose by the president or his/her designee. There shall be no negotiations by AFSCME at any other level.

B. AFSCME Committee. AFSCME shall designate in writing not more than six (6) employees to serve as its Negotiation Committee. The Committee shall consist of not more than one (1) employee from each unit represented by this Agreement. In the event that an employee designated as a Committee member is unable to attend AFSCME negotiations, AFSCME may send an alternate Committee member. Three officers of AFSCME Local 3345 shall be paid their regular rate of pay during negotiations, up to a maximum of 15 hours for the duration of a full book contract bargaining and 5 hours for the duration of a reopener.

5.9 Leave for Negotiating and Other AFSCME Activities.

Employees shall have the right to request use of accrued annual leave, in writing for the purpose of attending AFSCME conventions, AFSCME conferences, Labor-Management Committee meetings, and negotiating sessions. The use of such leave shall be governed by the same rules and regulations as any other annual leave; provided, however, that the use of such leave shall not impede the operations or staffing of the university. When the request for annual leave for the purposes of attending negotiating sessions or Labor-Management Committee meetings is denied, the supervisor shall provide such denial in writing.

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Article 6

AFSCME DEDUCTIONS

6.1 Deductions and Remittance.

A. During the term of this Agreement, the university will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the president of Council 79 to the CHRO on the deduction authorization form provided by AFSCME included as Appendix B. Employee promotions within these bargaining units shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the university to AFSCME Council 79 within thirty (30) days after the deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. A copy of such list shall also be sent to the AFSCME local president. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deductions authorization form.

C. AFSCME shall notify the CHRO in writing of any changes in its dues at least sixty (60) days prior to the effective date of such change.

6.2 Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are not sufficient to cover dues, it will be the responsibility of AFSCME to collect its dues and other authorized deductions for that pay period directly from the employee.

6.3 Termination of Deduction. The university's responsibility for deducting dues shall terminate automatically upon: (1) the first full pay period after receipt of written notice from the employee to the CHRO revoking that employee's prior deduction authorization; (2) the termination of employment; or (3) the promotion or demotion of the employee out of the bargaining unit.

6.4 Indemnification. AFSCME shall indemnify, defend, and hold the university, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the university, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the university any funds received in accordance with this Article which are in excess of the amount of deductions which the university has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the university within one hundred twenty (120) days of the occurrence.

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6.5 Exceptions. The university will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

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Article 7

WAGES

7.1 Salary Increases.

~~A. For Fiscal Year 202018-2119, the university shall implement a one-time payment of \$1,200 for all eligible in-unit employees to be included in paychecks on January 29, 2021.~~

~~2% across the board base salary increases shall be administered to eligible employees effective the first pay period subsequent to ratification by both parties~~

~~–The eligibility criteria are:~~

- ~~1. Employee was hired on or prior to June 30, 202018, and has been continuously employed through the date of implementation, which is January 8, 2020.~~
- ~~2. Employee has a current performance appraisal of at least “Effective.” If a current performance appraisal is not on file with Human Resources, a performance rating of “Effective” will be assumed. Any employee with a less than “Effective” rating on file who receives an updated rating of “Effective” or higher on or prior to June 30, 18, shall receive the raise effective the beginning of the first pay period subsequent to receipt in Human Resources.~~
- ~~3. Employee has not received a termination notice or an advanced notice of separation at the time of implementation. Employees on interim or other time-limited appointments are eligible for this salary increase. Employees who have been provided notification of lay off from the university will not be eligible for the \$1,200 one-time payment.~~

7.2 Other Funds. One-time payments for eligible contract & grant (C&G), auxiliary, local and COM-FPP employees must be paid from the appropriate contract & grant, auxiliary, local or COM-FPP revenues. No E&G funds are provided in support of these payments. 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.

7.3 Nothing contained herein prevents the university from providing salary increases beyond those increases specified.

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Article 8

HOURS OF WORK

8.1 Workday/Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours.

B. The university retains the right to schedule its employees; however, the university will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

8.2 Overtime

A. The university is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.

B. Hours worked on university-recognized holidays will be considered as time worked for purposes of calculation of overtime. In work weeks where a holiday occurs, and an employee specifically works for a UCF football game, holiday paid hours shall count as hours worked for the purposes of calculation of overtime. The parties recognize that holidays are published in University Policy 2-002.1.

C. In work weeks where the university closes during a weekday for the purpose of hosting a UCF football game, and an employee specifically works for the UCF football game, Administrative Leave hours during an employee's regular scheduled shift shall count as hours worked for the purposes of calculation of overtime.

D. All overtime work must be pre-approved by the Dean, Director, Chair or designee.

E. Upon agreement of the employees and the university, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the university shall make cash payment for overtime worked.

2. In all cases, accrued comp time must be used before the use of annual leave.

3. The maximum accrual of Overtime Comp time will be 120 hours and all hours over the 120 accrued will be paid to the employee.

4. Overtime Comp will be paid out upon reassignment or promotion.

8.3 Work Schedules.

A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than ten (10) days in advance, and will

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reflect at least a two (2) workweek schedule; however, the university will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved. Under no circumstances will such shift exchanges result in additional cost to the university.

B. Where regularly assigned work schedules are rotated, the university will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished, without interfering with efficient operations. When an employee rotates to a different shift, the employee 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.

C. When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the employee shall normally be given a minimum of ten (10) working days' notice, in writing, of the proposed change. Additionally, when the change occurs, the employee 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. The parties agree, however, that these notice requirements shall not be required during an emergency, when necessary to accommodate modified duty for employees returning from medical leave, or in other extraordinary conditions.

8.4 Rest Periods.

A. No supervisor shall unreasonably deny an employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a work location assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his/her work location. In those cases, it is recognized that the employee can "rest" while the employee remains at his/her work location.

B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival or early departure from work.

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Article 9

BENEFITS

9.1 Current Employees.

A. State Employee Health Insurance Program. The university and AFSCME support legislation to provide adequate and affordable health insurance to all employees.

B. Employee Assistance Programs. The following guidelines are applicable to the university's Employee Assistance Programs (EAP).

1. When an employee's EAP participation is designed in conjunction with the employer to improve job performance, then some limited time for participation, as described in university policy, shall be counted as time worked.

2. In requesting and being granted leave to participate in a University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.

3. Neither the fact of an employee's participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 22, or as evidence of a performance deficiency within the evaluation process referenced in Article 20, except for information relating to an employee's failure to participate in the EAP consistent with the terms to which the employee and the university have agreed.

9.2 Retired Employees. Employees who retire under FRS shall be eligible, upon request, to receive those benefits provided to such retirees under the university's regulations.

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Article 10

LEARNING OPPORTUNITIES

10.1 Policy. The university and AFSCME recognize the importance of employee career development in order to provide for employee training which will improve productivity.

A. The university will make reasonable efforts to continue existing training and development programs and to develop new programs.

B. The university will make good faith efforts to provide newly-hired employees with an orientation period to explain procedures, policies, standards and performance expectations of the employee, and to provide in-service development programs for employees. The university will also provide information to increase employee awareness of sexual harassment.

C. Where Supplemental Vocational Training Programs are available through State community colleges, the university shall make a reasonable effort to use this resource to provide training opportunities.

D. Department management may permit, at its discretion, an employee to attend, as work time, short courses, institutes, and workshops which will improve job knowledge and performance in their current position.

E. The university may assign employees to attend training and development courses.

F. The university shall provide reasonable written notice to AFSCME when discontinuing a career development program which includes a salary increase component.

10.2 Tuition Waiver Program. The university shall encourage supervisors to accommodate employees seeking to take courses under the tuition waiver program referenced in the university's regulations and policies, including providing temporary work schedules to accommodate such course enrollment whenever practicable.

10.3 Changes in Technology/Equipment. The university will consider the effect on current employees when contemplating changing technology or equipment. If practical, the university will make reasonable efforts to provide training to current employees in the use of new technology or equipment when such changes are made.

10.4 GED Programs. Where GED programs exist, the university shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.

10.5 Grievability. The university and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the university's right to develop, implement, or otherwise manage the education, training or apprenticeship of its employees or implement new technology

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or equipment. The provisions of this Article, therefore, shall be subject to the Grievance/Arbitration Procedure, but only through Step 3. The review of the grievance shall be solely to determine whether the specific provision of this Article was applied in an arbitrary and capricious manner.

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Article 11

LEAVES OF ABSENCE/HOLIDAYS

11.1 Leaves. Employees may be granted leaves of absence as provided in the university's regulations and policies.

11.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with the university's Regulations and Policies.

11.3 Holidays. The authorized university holidays are those established by the university. The days upon which such holidays are observed shall also be established by the university.

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Article 12

ON-CALL AND CALL-BACK

12.1 On-Call Assignment.

A. “On-call” assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to carry and keep on his/her person the university-provided cell phone or other electronic device in order to be contacted to return to the work location on short notice to perform assigned duties.

B. In an emergency or other unforeseen circumstances, the university may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

12.2 On-Call Payment.

A. On-call time is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.50) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or university recognized holiday will be compensated by payment of a fee in an amount equal to one-quarter (1/4) the actual hourly rate of the employee for each hour such employee is required to be available. The on-call rate as referenced in this section shall also apply to university-designated holiday work break days as declared by the president from time to time.

D. If an on-call period is less than two (2) hours, the employee shall be paid for two hours.

12.3 Call-Back. If an employee is called back to perform work beyond the employee’s scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee’s home to the assigned work location, or two (2) hours. (Note: This provision shall apply to each call-back.)

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Article 13

CHANGE IN ASSIGNMENT

13.1 Procedure.

A. An employee with regular status who meets all university eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range minimum, different work unit, or different shift at the university according to university recruitment procedures. Prior to filling a vacancy, except by demotion or department promotion, the university shall consider all applicable change in assignment requests. When making a decision regarding the granting of a request for a change in assignment, the university shall consider appropriate factors, including, but not limited to, the applicant's length of continuous university service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

B. All employees who are interviewed may obtain notice of the university's decision via the university's online recruitment system.

C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer the loss of pay as a result of such reassignment.

13.2 Notice Upon University Initiated Reassignment. An employee shall normally be given a minimum of fourteen (14) days' notice prior to the university reassigning the employee. The parties agree, however, that these notice requirements shall not be required during an emergency, when necessary to accommodate modified duty for employees returning from medical leave, or in other extraordinary conditions. Employees who are reassigned by the university's initiative will be paid a lump sum of \$500.00 if the reassignment removes a shift differential and/or moves them to a different campus. UCF campuses are listed as: Main Campus, Lake Nona, Rosen, Downtown, and Cocoa. Open positions will be posted on the UCF website.

13.3 The university retains the right to assign the employee specific duties or tasks, at any time, that are characteristic to the employee's current job classification.

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Article 14

CLASSIFICATION REVIEW

14.1 Classification Changes. When the university determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects a collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the university, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes.

14.2 Position Description. A position description should be distributed to the employee after their appointment and after significant changes occur in their assigned duties. Each employee shall be given an opportunity to review his/her position description, and the employee's signature shall acknowledge that he/she had such opportunity and that the employee has received a copy of the current position description.

14.3 Work in a Higher Classification. An employee who is designated by the appropriate Dean or Director in writing to temporarily serve in a higher classification shall be eligible for a pay increase for the time period in accordance with university policy.

14.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a review by his/her Dean or Director. The Dean or Director shall issue his/her decision within thirty (30) days following receipt of the request for review. If the employee is not satisfied with the decision of the Dean or Director, he/she may request further review from the CHRO, who shall render his decision within thirty (30) days. The decision of the CHRO is final. If the complaint review meeting results in a reclassification, any pay adjustment shall be effective on the date of that decision.

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Article 15

CONTRACTING OUT

15.1 Prior to issuing a request for proposal for contracting out work which will result in the layoff of employees, the university will notify the president of AFSCME Council 79. The president of AFSCME Council 79 may then discuss the impact of the proposed contracting out on affected employees by scheduling a consultation with the president or designee within ten (10) days of receiving the notice.

15.2 The university shall include in the request for proposals for contracting out such work, in addition to any other requirements to be considered, provisions which:

A. Require the proposers to offer to employ affected employee(s) having regular status for a period of 120 days after the start of the contract with equivalent pay and health insurance, subject to termination during the period only for just cause and provide reasonable training to increase the employee's opportunity for employment beyond the 120 days.

B. Require the proposers to provide information regarding the coverage and the cost of any health insurance which will be provided to any affected employee employed by the proposer.

15.3 The university will not ordinarily contract out work that will result in the layoff of employees where the result of a Request for Proposals does not indicate a cost savings to the university.

15.4 The affected employees, in consultation with the local AFSCME president, may submit a proposal in response to the university's request for proposals. Such proposal shall be submitted in the form and manner as required for all proposers.

15.5 The university shall make reasonable efforts to place affected employees in other university positions prior to layoff. The university shall provide out placement and counseling services to the affected employees.

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Article 16

HEALTH AND SAFETY

16.1 Policy. The university shall make every reasonable effort to provide employees a safe and healthy working environment. The university and AFSCME agree to work cooperatively toward reducing job-related injuries and workers' compensation costs by encouraging improved safety measures.

16.2 Safety Committee. The local AFSCME president will appoint one bargaining unit employee to serve on the Facilities Operations' Safety Committee.

16.3 Employee Health and Safety.

A. When the university requires an employee to use or wear health or safety equipment, such equipment will be provided by the university.

B. Employees shall perform their duties in a safe manner and shall comply with the university's safety guidelines/procedures. Any employee becoming aware of a work-related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employee's supervisor. An employee may also report the condition to a university administrator at the next highest level or the university's Director of Environmental Health and Safety. The university shall investigate the report, and will respond to the employee in a timely manner. Where the employee's report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area which poses an immediate threat to the employee's physical being.

D. The university will endeavor to keep its equipment in reasonable operating condition.

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Article 17

LAYOFFS AND RECALL

17.1 Layoffs.

A. When an employee is to be laid off, the university shall implement such layoff in accordance with procedures contained in the university's regulations and policies and this article. When circumstances permit, the university shall notify the local AFSCME president at least thirty (30) days in advance of a layoff.

B. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitutes an area, program, or other level of organization at the university.

C. The university shall make a reasonable effort to locate appropriate alternate or equivalent employment for employees notified of layoff.

D. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines.

E. Consistent with the procedures established for the university's Employee Assistance Program, employees participating in an EAP who receive a notice of layoff may continue to participate in that program for a maximum of ninety (90) days following the layoff, or as otherwise agreed to by the employee and the university.

17.2 Recall. The recall process shall operate in accordance with the procedures contained in the university's Regulations, Policies and this Article. An employee who has been laid off shall have recall rights during a recall period of one year from the date of layoff. When a vacancy or a new position is posted and filled at the same geographic campus location as the laid off employee, where there is at least one individual holding recall rights in a same or similar classification then the following shall apply: A) if a laid-off individual holding recall rights, after reviewing the special qualifications and/or relevant experience required for the posted position, and is interested in the specific position, he/she must make application for the specific position in order to invoke recall rights for that position; B) the hiring official will interview all laid-off individuals holding recall rights who make application for the position and are readily available for interview (up to a maximum of five); C) the university shall then determine if those interviewed meet the special qualifications and relevant experience required for the specific position; and D) so long as at least one such individual with recall rights meets these requirements, he or she shall be recalled who is determined by the university to best meet the needs of the department. Individuals who are re-employed utilizing the recall process shall be re-employed with regular status.

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Article 18

METHOD OF FILLING VACANCIES

18.1 Policy.

A. The university shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and in other documents describing the vacant position. The university shall also consider appropriate factors, including, but not limited to, the applicant's length of UCF service in a regular position, performance evaluations, work related awards and achievements, other relevant work experience, and education/training.

B. The filling of vacant positions should be used to provide career mobility within the bargaining unit and should be based on the relative merit and fitness of the applicants.

C. Wherever possible, the university shall seek opportunities to promote current employees. Employees shall be eligible for promotional opportunities where managers have determined that such internal recruitment within the university would be in the best interest of the department.

18.2 Procedures.

A. Employees who have attained regular status and have served six months in their present position shall be eligible for the provisions of this Article.

B. If an employee applied for the position but was not selected, that employee may file a grievance up to Step 3 under Article 23, Grievance Procedure. The only issue to be addressed by such grievance is whether the university exercised its judgment in an arbitrary and capricious manner.

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Article 19

NON-DISCRIMINATION

19.1 Each employee has the right to a work environment free from unlawful discrimination and harassment. Neither the university nor AFSCME shall discriminate against or harass any employee based upon any category protected by law or by University Regulation UCF-3.01. Nor shall the university or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

A. Sexual harassment is a prohibited form of sex discrimination.

B. Employees are required to report immediately unlawful discrimination or harassment to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor and the next level supervisor, or administrators in the university's Office of ~~Equal Opportunity and Affirmative Action Programs~~Institutional Equity. Under no circumstances shall the grievance/arbitration procedures set forth in this Agreement be utilized to process any such allegations.

19.2 Employees may avail themselves of the provisions of the Whistleblower's Act (Section 112.3187, Florida Statutes).

19.3 AFSCME agrees to support the university's affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 23, Grievance Procedures.

19.4 The Local AFSCME president shall be provided, upon written request and without cost, a copy of the university's Affirmative Action Plan and any subsequent amendments.

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Article 20

PERFORMANCE EVALUATIONS

20.1 Procedure.

A. The job performance of each employee is to be reviewed and discussed with the employee to ensure performance standards are met, to review the employee's position description (if necessary), to enhance communications, and to convey the supervisor's performance expectations for the coming year. To discuss changes in one or more areas of the employee's performance, a change in supervision, changes in job duties or the priority of job duties, the supervisor may schedule additional meetings with the employee.

B. The performance appraisal shall normally be prepared by the employee's immediate supervisor and reviewed by the department head. Department heads will sign the evaluation and may attach any written comments they deem appropriate.

C. The final appraisal should then be reviewed with the employee, who, after the review, shall sign the evaluation form. A copy of the signed evaluation form will be provided to the employee at that time. Should the employee disagree with the evaluation, he/she has the right to append appropriate written comments to the evaluation by submitting any such written comments to his/her immediate supervisor within five business days of the evaluation review.

20.2 Failure to Meet Performance Standards

A. Where an employee who has attained regular status and does not meet performance standards (after six months in the position), the university shall develop a performance plan intended to correct performance deficiencies.

B. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards. Such request must be made within thirty (30) days of receipt of the performance evaluation.

C. The employee may be removed from his/her class normally no sooner than sixty (60) days after receipt of the performance evaluation.

20.3 Grievability. Performance evaluations shall be subject to the grievance procedure provided in Article 23, Grievance Procedures, as follows:

A. An employee with regular status who receives a performance evaluation rating after six months in the position of not meeting performance standards may grieve the evaluation but only through Step 3. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary and capricious manner. Grievance reviewers shall not substitute their judgment regarding an employee's performance for that of the evaluator.

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B. An employee with regular status in the class who is demoted or discharged due to an evaluation rating of not meeting performance standards may grieve the demotion or discharge through Step 4 of the grievance process.

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Article 21

PERSONNEL RECORDS

21.1 Use of Personnel Files.

A. There shall only be one official personnel file for each employee, which shall be maintained in the Office of Human Resources. Duplicate personnel files may be established and maintained within the university.

B. An employee has the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any items therein, if done so within six (6) months of receiving knowledge of such records. A copy of any derogatory material placed in the employee's official personnel file shall be sent to the employee.

21.2 Contents of Personnel Files.

A. Information in an employee's official personnel file shall refer only to matters concerning or affecting the employee's job or his/her university employment.

B. Where the president or designee, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be removed from the official personnel file and duplicate personnel files, but marked "invalid" and retained in a separate file to comply with applicable law.

C. Records of disciplinary action and official university commendations and awards presented to an employee shall, where practicable, be placed in an employee's personnel file within sixty (60) days after the effective date of the action.

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Article 22

DISCIPLINARY ACTION

22.1 Policy. The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Supervisors and employees shall provide privacy to the extent practicable when administering reprimands or conducting disciplinary actions.

22.2 Just Cause. Disciplinary actions administered to regular status employees may be taken only for just cause.

22.3 Grievability.

A. Suspensions, demotions for disciplinary reasons, reductions in base pay for disciplinary action, and terminations administered to regular status employees are subject to Article 23, Grievance Procedures.

B. Oral reprimands shall not be grievable under the provisions of this Agreement. Oral reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least one (1) year.

C. Written reprimands shall be subject to the grievance procedure in Article 23, but only through Step 2. Written reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least two (2) consecutive years.

D. Neither the university's policies and procedures, nor disciplinary guidelines, are grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

22.4 AFSCME Representation.

A. The employee has a right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action and during predetermination conferences; provided that such representation does not unreasonably delay the questioning. If the employee is given forty-eight (48) hours' notice of the meeting, the employee shall be required to secure representation by the meeting time. Absent a valid excuse, any refusal by an employee to meet after receiving such notice will subject him/her to discipline.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitations provided in Articles 5 and 23.

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22.5 Disciplinary Entries in Personnel Files. An employee shall be furnished with a copy of disciplinary entries placed in their official personnel file and shall be permitted to respond in writing within seven (7) calendar days to the supervisor and Human Resources with a copy of the response being placed in the official personnel file.

Attachment A

Article 23

GRIEVANCE PROCEDURE

23.1 General Provisions.

A. The university and AFSCME encourage informal resolution of employee complaints. To that end, both AFSCME and the university encourage employees to discuss their complaints as soon as possible with the supervisor or other official who has authority to address the employee's concern(s). Such discussions should be held with a view toward reaching an understanding that will resolve the complaint in a manner satisfactory to the employee without the need for recourse to the grievance procedure set forth in this Article. If the complaint is not resolved by such informal discussion, the employee may then initiate a grievance consistent with the provisions of this Article.

B. The parties intend that this Grievance Procedure shall serve as the exclusive procedure for the resolution of grievances over the interpretation or application of this Agreement, except where exclusions are noted in the Agreement. Nothing in this Agreement shall be construed to permit AFSCME or an employee to process a grievance with respect to any matter which is at the same time the subject of an action which has been filed by the employee in any other forum, administrative or judicial. As an exception to this provision, an employee may file an EEOC or FCHR charge while a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

C. Nothing in this Agreement shall be construed to permit AFSCME or an employee to process a grievance on behalf of any employee without his or her consent.

23.2 General Information and Procedures

A. Each grievance, request for review, or notice of arbitration must be submitted in writing on the appropriate form, attached to this Agreement as Appendices C, D, E, F.

B. Time Limits.

1. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

2. Failure, at any Step of this procedure, of the university to communicate the decision on a grievance within the specified time limit shall permit the grievant/representative to proceed to the next Step.

3. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. Failure of grievant or representative to proceed to next step within time limits will be deemed to be a withdrawal of the

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grievance without resolution. The time limits specified in any Step of this procedure may be extended by written agreement of the Grievant/Representative and the university. The university may unilaterally extend any time limit specified in this procedure when the grievance alleges a violation of Article 19 or any university regulation or Florida Statue cited in Article 19, to allow for adequate investigation of grievances alleging unlawful discrimination. The president of AFSCME Local 3345 will be notified of any time extensions.

C. All grievances must be filed within ten (10) business days following the act or omission giving rise to the grievance, or the date on which the employee knew or reasonably should have known of the event if that date is later.

D. Each grievance and request for review must be signed by the Grievant and submitted in writing on the appropriate form with all required attachments. One grievance form may be filed in a grievance with more than one grievant, provided that the form bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received.

E. If a grievance meeting at any step is held during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for the purpose of attending that meeting. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

F. Probationary Employees. An employee who has not attained regular status can file only non-disciplinary grievances under this Agreement, which may be processed only through Step 2 without further appeal.

G. No retaliation. The university and AFSCME shall not retaliate against any employee who participates in the procedures set forth in this Article.

H. Violations considered. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

I. Burden of Proof. In all grievances, except those involving discipline, the burden of proof shall be on the employee. In grievances involving disciplinary action, the burden of proof shall be on the university.

J. A grievance may be returned for correction and resubmission, in accordance with time limits, if it is not filed or processed in accordance with this Article. The CHRO or CHRO's designee will have the authority to determine whether a grievance is complete under the parameters of the collective bargaining agreement.

K. Delivery methods. All documents required or permitted to be issued or submitted pursuant to this Article must be transmitted by personal delivery with written documentation of receipt, by certified mail with return receipt requested, or by electronic mail with return receipt acknowledgement required via electronic mail. Submission by facsimile will not be accepted.

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23.3 Representation.

A. A grievant shall, not later than the Step 1 meeting, choose whether to be represented by AFSCME, which shall be confirmed by the union representative's signature on the grievance form. Where a grievant requests AFSCME representation, the grievance representative shall be selected by AFSCME from the list referenced in Article 5 provided that the selections of an AFSCME President or Steward/AFSCME Employee Representative must be from the same unit as the grievant. AFSCME may reach agreement with the university president or designee at any step of the grievance process, and such agreement shall be binding on the grievant.

B. When an AFSCME President or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any Step of the grievance procedure which is held during regular work hours, subject to the following limitations:

1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.

2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

3. Time off with pay under this section is subject to prior approval by the AFSCME President's or Steward/AFSCME Employee Representative immediate supervisor, however, approval of such time off will not be withheld unless it impedes the operations of the unit to which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. AFSCME shall not be bound by a grievance decision in a grievance where the grievant chose not to be represented by AFSCME.

23.4 Step 1

A. A grievance is initiated at Step 1 by the Grievant filing a written grievance using the Step 1 Grievance Form, attached as Appendix C. The Grievant must file this form within the time limits set forth above if he/she wishes to initiate a grievance. The form should be filed with the Office of Human Resources, which will then direct the grievance to the unit head/director for assignment to a Step 1 Reviewer.

B. Step 1 Oral Discussion. The Step 1 Reviewer shall meet with Grievant, Grievant's Representative (if any) and Grievant's supervisor to discuss the grievance and possible resolution. This meeting shall be held within eleven (11) days following receipt of the grievance. The Grievant shall have the right to present any evidence in support of the grievance at this meeting.

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C. Within seven (7) days following the conclusion of the Step 1 meeting, the Step 1 Reviewer will issue a written review of the grievance to the Grievant/Representative. The Step 1 written review will document the Step 1 oral discussion, describe the conclusion of the discussion, and describe any resolution that may have been achieved at the Step 1 level. A copy of the Step 1 review will be sent to the Office of Human Resources, to the Grievant, and the Grievant's representative. The Step 1 review will be transmitted per section 23.2.K. above.

D. In advance of the Step 1 meeting, the Grievant or the Grievant's Representative shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

23.5 Step 2 Unit Head/Director Review.

A. If the Step 1 meeting does not resolve the grievance to the satisfaction of the Grievant, the Grievant/Representative may proceed to Step 2. To proceed to Step 2, the Grievant/Representative must file a Request for Review of Step 1 using the form attached as Appendix D and describing the Grievant's reasons for not accepting the Step 1 review result. The Request for Review of Step 1 must be submitted to the Office of Human Resources within five (5) days following receipt of the Step 1 review form. Human Resources will direct the Request for Review of Step 1 to the Unit Head/Director.

B. Step 2 Meeting. Within eleven (11) days following receipt of the Request for Review of Step 2, the unit head/director or designee will schedule a meeting with Grievant/Representative for the purpose of reviewing the matter.

C. The Unit Head/Director or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within seven (7) days following the conclusion of the Step 2 meeting. In the absence of a written agreement to extend the period for issuing the Step 2 decision, the Grievant/Representative may proceed to Step 3 if the Step 2 decision has not been received by the Grievant/Representative as of the end of the seventh (7th) day following the Step 2 meeting. A copy of the decision shall be sent to the Office of Human Resources, to the Grievant, and the Grievant's Representative. The decision shall be transmitted per section 23.2.K. above.

23.6 Step 3

A. If the grievance is not satisfactorily resolved at Step 2, the Grievant may file a written Request for Review of Step 2, in the form attached hereto as Appendix E. The Request for Review of Step 2 must be filed with the CHRO or designee within eleven (11) days following unsuccessful conclusion of the Step 2 meeting (or as otherwise mutually agreed if the parties agreed in writing to extend the period for issuing the Step 2 decision).

B. Step 3 Meeting. Within eleven (11) days following receipt of the Request for Review of Step 2, the CHRO or designee and Grievant/Representative shall schedule a meeting for the purpose of reviewing the matter.

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C. The CHRO or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within fifteen (15) days following the conclusion of the meeting. In the absence of a written agreement to extend the period for issuing the Step 3 decision, Grievant (if not represented by AFSCME) or AFSCME may proceed to Step 4 (Arbitration) if the Grievant (if not represented by AFSCME) or AFSCME has not received the written decision by the end of the fifteenth (15th) day following the conclusion of the Step 3 meeting. A copy of the Step 3 decision shall be sent to the unit head/director, to the Grievant, and to the Grievant's Representative. The decision shall be transmitted per section 23.2.K. above.

23.7 Step 4 Arbitration.

A. If the grievance is not resolved at Step 3, AFSCME may appeal the decision to arbitration using a Request for Arbitration in the form attached hereto as Appendix F, within fifteen (15) days after receipt of the Step 3 decision. If the Grievant is not represented by AFSCME, the Grievant may appeal the decision to arbitration using the same procedure.

B. The university and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.

C. Selection of Arbitrator.

1. The parties agree to use Federal Mediation and Conciliation Service (FMCS) for purposes of identifying an arbitration panel for the grievance. The parties seeking have five (5) days from submission of the notice of arbitration to make a request to FMCS for selection of an arbitration panel. The other party will be notified in writing of the date on which the request has been made to FMCS.

2. The parties agree that FMCS shall be asked to provide a list of no more than five (5) eligible arbitrators for the matter. To be eligible to serve as an arbitrator for the matter, the individual must be registered with FMCS and must have or use a Florida address from which to bill for travel and travel expenses. The parties agree that FMCS shall first use a Metropolitan designation for identifying an arbitration panel and, only if that panel is rejected by the parties, FMCS shall second use a Sub-Regional designation for identifying an arbitration panel.

3. As an alternative to requesting a panel or as an alternative to the panel provided by FMCS, the parties may agree independently to the selection of an arbitrator and request a direct appointment of that arbitrator by FMCS.

4. If the parties request a panel from FMCS, the parties shall confer regarding the selection of an arbitrator. Either party may reject the panel; in which case the parties may request a second panel from FMCS. The other party may reject the second panel, in which case a third panel may be requested from FMCS. Once there is a panel that is not rejected, then the parties will select an arbitrator from the panel by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a U.S. quarter.

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D. Arbitration hearings shall be held at the Orlando main campus on days and times agreed to by the university and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. By mutual agreement, the arbitration hearing may be held in a different location.

E. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the university, AFSCME, and the grievant(s). In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

F. The arbitrator shall be without power or authority to make any decisions:

1. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or

2. Limiting or interfering in any way with the powers, duties, and responsibilities of the State or the university under the Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

3. Which have the effect of restricting the discretion of the university president as otherwise granted by applicable law, rule, or policy unless such authority is expressly modified by this Agreement; or

4. That are based solely upon a university past practice or policy unless such university practice or policy is contrary to law, rules applicable to the university, or this Agreement.

G. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

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1. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation that might have been earned.

2. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and

3. The award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) calendar days prior to the filing of the grievance.

H. 1. The fees and expenses of the Arbitrator shall be borne equally by both parties. However, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses.

2. AFSCME will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by AFSCME, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that AFSCME would have been responsible if AFSCME had been a party to the arbitration.

3. Proceeding to arbitration hereunder shall constitute a waiver of Chapter 120 appeals proceedings or any other administrative appeals proceedings.

23.8 Miscellaneous Provisions

A. No preclusive effect. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the university to take the action complained of; subject, however, to the final disposition of the grievance.

B. No precedent. The resolution of a grievance prior to its appeal in writing to Step 4 shall not establish a precedent binding on the university, or AFSCME.

C. Inactive Grievance. A grievance that is not acted upon by the grievant or his/her representative for more than thirty (30) calendar days shall be deemed closed and resolved according to the results of the last step at which there was activity.

D. The parties may mutually agree to waive Step One and/or Step Two of the grievance procedure in order to expedite the processing of a grievance. Such an agreement must be in writing. Step One time limits, in accordance with Article 23.3C, shall still apply.

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Article 24

PREVAILING RIGHTS

The prevailing rights of the employees covered hereunder are those specifically set forth or incorporated by specific reference in this Agreement.

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Article 25

TOTALITY OF AGREEMENT

25.1 Limitation. The university and AFSCME acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the university and AFSCME thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

25.2 Obligation to Bargain. The university and AFSCME, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

25.3 Modifications. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

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Article 26

SAVINGS CLAUSE

26.1 If any provision of this Agreement is found by any court of competent jurisdiction to be in conflict with the laws or regulations of the United States or of this State, then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect. This savings clause shall not be construed as a waiver of the right to bargain with the public employer over any law, rule, or regulation over which it has amendatory power.

26.2 If any provision of this Agreement is found to have the effect of causing the university to be denied funds otherwise available through federal funding, such provision shall not be applicable, performed, or enforced.

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Article 27

LABOR MANAGEMENT COMMITTEE

27.1 There shall be a Labor Management Committee consisting of the CHRO or designee, and four (4) designated Management Representatives and the AFSCME Staff Representative and four (4) designated Union (employee) representatives who are members of the bargaining unit. The Labor Management Committee shall meet to discuss matters of mutual concern.

27.2 At the request of AFSCME or the university, the committee shall meet once each quarter on a date mutually agreed upon by the parties. Upon agreement by AFSCME and the university, additional meetings may be scheduled as necessary. No reasonable request for additional meetings shall be denied. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for collective bargaining.

27.3 Employee representatives attending Committee meetings shall not be compensated for the time spent in such meetings. Such employee representatives, however, may utilize their accrued annual leave (as stated in Article 5.8 above) to attend such meetings. Such leave shall not impede the operations of the university or be unreasonably denied. However, upon approval of the AFSCME-designated employee's department head, an employee designated to attend the Labor Management Committee meeting on behalf of AFSCME may be permitted to adjust their work schedules to accommodate committee meeting dates and times in order to retain their full-time work hours for the next pay period without use of personal leave. Under no circumstances will the department head approve schedule adjustments for attendance at meetings where such approval would result in additional costs to the department or the reduction of staff to an unacceptable level.

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Article 28

DURATION

28.1 Term.

A. This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect through the thirtieth day of September, 20~~23~~¹⁹, with the exception that the following shall be subject to annual renegotiation:

1. Wages (Article 7).
2. Up to two (2) additional articles chosen by each party.

B. In the event that the university and AFSCME fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

28.2 Emergencies. If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the president during the time of the declared emergency, provided that wages and benefits shall not be suspended.

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Article 29

NOTICE OF SEPARATION

29. Notice of Separation.

A. USPS employees have no expectation of continued employment beyond that specified in University Regulation UCF-3.038. An employee may only be issued a written Notice of Separation by Human Resources, in accordance with University Regulation UCF-3.038. Any separation for cause, however, falls primarily under Article 22 “Disciplinary Action,” and University Regulation UCF 3.0191.

B. Notice of Separation means an employee is given written notice that his or her employment with the University will end at the time set forth in the notice. Any employee receiving a Notice of Separation shall receive such notice 16 weeks prior to the effective date of separation, in accordance with university regulation. At the time of issuance of a Notice of Separation, the University may elect at its discretion to have the employee work the 16 week notice period. Alternatively, the University may require the employee work a portion of the notice period with payment for the balance of the 16 weeks or payout the full notice period, as may be allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less withholding, equal to the salary for that portion of the notice period which the University is paying out and the employee’s employment shall terminate immediately.

C. The decision to issue a Notice of Separation to a USPS employee shall not be based on constitutionally or statutorily impermissible grounds.

D. To successfully contest a Notice of Separation, the employee must establish that the action taken by the university was arbitrary and capricious, or because of an alleged violation of law. A contest of a Notice of Separation will be subject to the grievance procedure set forth in Article 23 with the exception that an employee would have up to thirty (30) calendar days to file a Step 1 grievance from the date notification was received. An employee is not precluded from filing an EEOC or FCHR charge alleging unlawful discrimination.

E. Any employee receiving a Notice of Separation shall receive a neutral reference from their most recent supervisor. Such notice will be recorded as an end of appointment. If the affected employee accurately reports their supervisor on the UCF application, any prospective UCF employer considering hiring the employee during the 16 weeks prior to the effective date of separation shall receive only the neutral reference from the most recent supervisor. The neutral reference shall include: beginning and ending date of employment, position held, job summary of duties and responsibilities, most recent rate of pay while employed, and most recent five years of performance appraisals.

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Appendix A

AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
<u>Unit 1481 - BLUE COLLAR</u>	
<u>Automotive Mechanic I</u> Automotive Mechanic	155
<u>Automotive Mechanic II</u> Boiler Maintenance Specialist	250
<u>Automotive Mechanic III</u> Computer Repair Technician	030
<u>Computer Operations Specialist I</u> Custodial Worker	032
<u>Computer Operations Specialist II</u> Electrician	148
<u>Computer Operations Specialist III</u> Electronic Technician	157
<u>Custodial Specialist I</u> Engineering Assistant	038
<u>Custodial Specialist II</u> Culinary Assistant	053
<u>Electrician I</u> Groundskeeper	057
<u>Electrician II</u> Heavy Equipment Operator	137
<u>Electrician III</u> Licensed Electrician	216
<u>Landscape I</u> Licensed Plumber	217
<u>Landscape II</u> Locksmith	145
<u>Locksmith I</u> Machinist	154
<u>Locksmith II</u> Maintenance Mechanic	152
<u>Machinist</u> Maintenance Specialist	153
<u>Maintenance Mechanic I</u> Maintenance Worker	139
<u>Maintenance Mechanic II</u> Plumber	147
<u>Maintenance Technician II</u> Refrigeration Mechanic	150
<u>Maintenance Technician III</u> Sr. AV Equipment Operator	004
<u>Maintenance Technician I</u> Sr. Custodial Worker	033
<u>Plumber I</u> Sr. Groundskeeper	058
<u>Plumber II</u> Sr. Heavy Equipment Operator	138
<u>Plumber III</u> Sr. HVAC Operator	131
<u>HVAC Specialist I</u> Sr. Locksmith	146
<u>Custodial Specialist III</u> Sr. Maintenance Worker/Dispatcher	202
<u>Landscape III</u> Sr. Printer	100
<u>HVAC Specialist II</u> Sr. Refrigeration Mechanic	151
<u>Utilities Specialist I</u>	
<u>Utilities Specialist II</u>	
<u>Utilities Specialist III</u>	
<u>Building Specialist I</u>	
<u>Building Specialist II</u>	
<u>Irrigation Technician I</u>	
<u>Irrigation Technician II</u>	
<u>Mechanical Technician</u>	
<u>Fire Alarm Technician</u>	
<u>Work Control Dispatcher I</u>	
<u>Work Control Dispatcher II</u>	
<u>Print Specialist II</u>	

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QA/QC Construction Specialist
Asset Specialist I
Maintenance Planner I
Recycling Specialist I
Safety Specialist I
Safety Specialist II
Mechanical Technician

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AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
<u>Unit 1588 - OTHER PROFESSIONAL</u>	
<u>Admissions Specialist I</u> Admissions Specialist	176
<u>Admissions Specialist II</u> Audio Visual Specialist	005
<u>Graduate Admissions Specialist I</u> Biologist	109
<u>Graduate Admissions Specialist II</u> Broadcast Technologist	009
<u>Registrar Specialist I</u> Chemist	112
<u>Registrar Specialist II</u> Computer Analyst	029
<u>Student Wellness Coordinator I</u> Construction Specialist	044
<u>Biologist I</u> Engineer	041
<u>Biologist II</u> Fine Arts Specialist	001
<u>Audio Visual Specialist</u> Grants Assistant	054
<u>Print Specialist I</u> Graphic Artist	002
<u>Print Specialist II</u> Information Specialist	083
<u>Print Typeset Specialist</u> Hearing Impaired Interpreter	178
<u>Broadcast Technician I</u> Marketing Specialist	162
<u>Broadcast Technician II</u> Registrar's Specialist	210
<u>Marketing Communications Assistant</u> Research Technician	107
<u>Telecommunications Services Specialist I</u> Sr. Admissions Specialist	177
<u>Telecommunications Services Specialist II</u> Sr. Biologist	110
<u>Telecommunications Analyst I</u> Sr. Broadcast Technologist	010
<u>Telecommunications Analyst II</u> Sr. Chemist	113
<u>Telecommunications Analyst III</u> Sr. Engineer	042
<u>Computer Operations Specialist I</u> Sr. Engineering Technician	040
<u>Computer Operations Specialist II</u> Sr. Health & Safety Specialist	116
<u>Computer Operations Specialist III</u> Sr. Health Educator	199
<u>Systems Programmer I</u> Sr. Counselor	080
<u>Systems Programmer II</u> Sr. Information Specialist	084
<u>QA/QC Construction Specialist</u> Sr. Pest Control Technician	156
<u>Theater Arts Technician I</u> Sr. Registrar's Specialist	230
<u>Law Enforcement Records Specialist</u> Sr. Research Technician	108
<u>Meeting/Event Assistant</u> Sr. Statistician	166
<u>Training Assistant</u> Sr. Systems Programmer	021
<u>Sr. Teaching Lab Specialist</u>	090
<u>Sr. Telecommunications Services Specialist</u>	184
<u>Sr. Telecommunications Specialist</u>	182
<u>Sr. Training Specialist</u>	185

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Sr. Student Union Specialist	173
Systems Programmer	020
Telecommunications Services Specialist	183
Telecommunications Specialist	181
Training Specialist	190

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AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
<u>Unit 1589 - ADMINISTRATIVE CLERICAL</u>	
<u>Administrative Assistant I</u> Administrative Assistant	163
<u>Administrative Assistant II</u> Cashier	047
<u>Computer Operator I</u> Clerk	011
<u>Computer Operator II</u> Clerk Typist	188
<u>Computer Operator III</u> Computer Operator	025
<u>Programmer Analyst I</u> Programmer	016
<u>Computer Operations Specialist II</u> Programmer Analyst	017
<u>Office Support Assistant</u> Computer Specialist	027
<u>Financial Aid Specialist</u> Executive Administrative Assistant	189
<u>Insurance Eligibility/Verification Specialist</u> Executive Secretary	119
<u>Student Accounts Advisor I</u> Financial Aid Specialist	174
<u>Facilities Scheduler</u> Financial Assistance Counselor	171
<u>Library Technical Assistant I</u> Fiscal Assistant	048
<u>Library Technical Specialist I</u> Facilities Scheduler	043
<u>Library Technical Specialist II</u> Library Technical Assistant	094
<u>Medical Records Specialist</u> Library Technical Assistant Specialist	233
<u>Dispatcher I</u> Medical Records Specialist	076
<u>Dispatcher II</u> Office Assistant	159
<u>Community Service Officer</u> Office Manager	161
<u>Admissions Assistant</u> Photographer	097
<u>Inventory Specialist I</u> Dispatcher	123
<u>Procurement Specialist I</u> Police Technician	122
<u>Administrative Assistant III</u> Program Assistant	160
<u>Mail Clerk II</u> Property Manager	103
<u>Computer Operator II</u> Purchasing Agent	105
<u>Programmer Analyst II</u> Secretary	117
<u>Computer Operations Specialist III</u> Sr. Administrative Assistant	164
<u>Accounting Specialist I</u> Sr. Art Specialist	003
<u>Accounting Specialist II</u> Sr. Clerk	012
<u>Library Technical Assistant II</u> Sr. Computer Operator	026
<u>Dispatcher III</u> Sr. Programmer Analyst	018
<u>Background Investigator</u> Sr. Computer Specialist	028
<u>Inventory Specialist II</u> Sr. Executive Secretary	120
<u>Materials Handler I</u> Sr. Financial Aid Specialist	175
<u>Materials Handler II</u> Sr. Fiscal Assistant	049
<u>Mail Clerk I</u> Sr. Library Technical Asst.	095
<u>Mail Clerk III</u> Sr. Dispatcher	124
<u>Facilities Assistant</u> Sr. Police Technician	221
<u>Print Specialist I</u> Sr. Property Manager	104
<u>Property and Inventory Manager</u> Sr. Purchasing Agent	106

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<u>Parking Facilities Specialist</u>	Sr. Secretary	118
<u>Parking Operations Assistant</u>	Sr. Storekeeper	168
<u>TV & Radio Community Outreach Specialist</u>	Sr. Word Processor	015
<u>Forensic Technician</u>	Storekeeper	167
<u>Accounts Payable/Receivable Specialist I</u>	Telephone Operator	179
<u>Accounts Payable/Receivable Specialist II</u>		
<u>Bookkeeper</u>		
<u>Student Accounts Advisor II</u>		
<u>Agreement & Linkages Specialist</u>		
<u>Book Conservator</u>		
<u>Cataloger</u>		

Attachment A

Appendix B

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFSCME DUES AUTHORIZATION FORM

I authorize the University of Central Florida to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received from AFSCME Council 79 membership dues and other lawful authorized uniform deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by AFSCME in accordance with its Constitution, and as certified to the university by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time in writing to UCF Human Resources; (2) moved out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the university to release my employee identification number to AFSCME in reporting dues deductions.

Signature

Date

Name (Print)

UCF Employee ID Number

Department or Work Location

Job Classification

Home Address – Street

Home Phone

City, State, Zip

E-mail Address

PLEASE SEND THIS FORM TO:

**AFSCME Council 79
2280 U.S. 92 East
Plant City, FL 33563**

Ded. Code County Class Local

Attachment A

Apéndice B

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

(FEDERACIÓN AMERICANA DE EMPLEADOS ESTATALES, DE CONDADOS, Y MUNICIPALES (AFSCME))

AFSCME FORMA DE AUTORIZACION DE CUOTA

Autorizo a la Universidad de Florida Central a descontar de mi paga, comenzando con el primer período completo de pago, efectivo no antes de siete días desde la fecha en que esta autorización sea recibida por AFSCME Concilio 79, la cuota de membresía y otras deducciones uniformes autorizadas y lícitas de la AFSCME según establecido de tiempo en tiempo por AFSCME de acuerdo con su Constitución, y como certificado a la Universidad por AFSCME. Además, entiendo que tales cuotas serán pagadas a AFSCME.

Esta autorización continuará hasta que o (1) sea revocada por mí en cualquier momento por escrito a la oficina de Recursos Humanos de la universidad; (2) sea removido de una alguna unidad de negociación representada por AFSCME; (3) terminación de empleo; o (4) sea revocado conforme a la Sección 447.507, F.S.

Firmando esta forma, yo autorizo la Universidad de informar mi número de identificación de empleado a AFSCME al reportar las deducciones de cuotas.

Firma

Fecha

Nombre (Impreso)

Número de Identificación de UCF

Departamento o Localización del Trabajo

Clasificación de Empleo

Dirección Residencial

Teléfono de Residencia

Ciudad, Estado, Código Postal

Correo Electronico

POR FAVOR ENVIAR ESTA FORMA A:

**AFSCME Council 79
2280 U.S. 92 East
Plant City, FL 33563**

Ded. Code County Class Local
Para el Uso de AFSCME solamente.

Attachment A

Appendix C

**University of Central Florida – AFSCME
GRIEVANCE FORM – STEP 1
(Deliver this form to the Office of Human Resources)**

This grievance was received by the University on _____ (date) by:
_____ certified or registered return receipt requested mail; OR
_____ personal delivery: OR
_____ electronic mail via askhr@ucf.edu [CHECK ONE]

GRIEVANT NAME: _____

Grievant's Classification/Title: _____

Grievant's Department or Unit, and Office Phone: _____

Statement of Grievance:

Article(s) and Section(s) of the Agreement allegedly violated:

Provide the date(s) of the alleged incident and describe the incident, act, or occurrence which gave rise to the grievance. Please be specific and include as much detail as possible to clarify the issues. (Attach supporting documents, i.e. written reprimand):

Remedy Sought

Representation:

I will be represented in this grievance by: (representative must sign on appropriate line):

_____ AFSCME	_____ OR
_____ Legal Counsel	_____ OR
_____ Myself	_____

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Email: _____

If employed by UCF, what department: _____

Signature of Grievant

(This grievance will not be processed if it is not signed by the grievant.)

The Step 1 review shall be transmitted to Grievant's Representative by personal delivery with written documentation of receipt, or by certified mail with return receipt requested, or via electronic mail confirming acknowledgment of receipt.

Attachment A

Appendix D

University of Central Florida – AFSCME REQUEST FOR STEP 2

(Deliver this form and attachments to the Office of Human Resources.)

This grievance was received by the University on _____ (date) by:

_____ certified or registered return receipt requested mail; OR

_____ personal delivery; OR

_____ electronic mail via askhr@ucf.edu (CHECK ONE)

GRIEVANT NAME: _____

Grievant Classification/Title: _____

Department/Division/Office Phone: _____

DATE OF STEP 1 DECISION: _____

Date Step 1 Decision was received by Grievant or Grievant's Representative: _____

Article(s) and Section(s) of the Agreement allegedly violated at Step 1:

Describe the reasons for requesting that the Step 1 Decision be reviewed by the unit head:
Please be specific and include as much detail as possible to clarify the issue. *(Please note the required attachments listed below.)*

Remedy Sought:

Representation:

I will be represented in this grievance by: (representative must sign on appropriate line):

_____ AFSCME _____ OR

_____ Legal Counsel _____ OR

_____ Myself _____

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Email: _____

If employed by UCF, what department: _____

Signature of Grievant

Date

A copy of the following documents must be attached to this Request at the time of its filing with the Office of Human Resources:

- 1. Original grievance form filed with University***
- 2. Step 1 decision, if issued, and any attachments***
- 3. Step 2 decision, if issued***
- 4. All attachments to the Step 2 decision.***

Attachment A

Appendix E

University of Central Florida – AFSCME REQUEST FOR STEP 3

(Deliver this form and attachments to Office of Human Resources.)

This grievance was received by the University on _____ (date) by:
_____ certified or registered return receipt requested mail; OR
_____ personal delivery: OR
_____ electronic mail via askhr@ucf.edu (CHECK ONE)

GRIEVANT NAME: _____

Grievant Classification/Title: _____

Department/Division/Office Phone: _____

DATE OF STEP 2 DECISION: _____

Date Step 2 Decision was received by Grievant or Grievant's Representative: _____

Article(s) and Section(s) of the Agreement allegedly violated:

Describe the reasons for requesting that the Step 2 Decision be reviewed by the Chief Human Resources Officer or designee. Please be specific and include as much detail as possible to clarify the issues. (*Please note the required attachments listed below*):

Remedy Sought:

Representation:

I will be represented in this grievance by: (representative must sign on appropriate line):

_____ AFSCME	_____ OR
_____ Legal Counsel	_____ OR
_____ Myself	_____

Provide the following information for your Representative:

Name: _____

Address: _____

Phone: _____

Email: _____

If employed by UCF, what department: _____

Signature of Grievant

Date

A copy of the following documents must be attached to this Request at the time of its filing with the Office of Human Resources:

- 1. Original grievance form filed with University*
- 2. Step 1 decision, if issued, and any attachments*
- 3. Step 2 decision, if issued*
- 4. All attachments to the Step 2 decision.*

Attachment A

Appendix F

University of Central Florida – AFSCME

NOTICE OF ARBITRATION

(Deliver this form and attachments to Office of Human Resources.)

This request for review was received by the University on _____ (date).

Delivered by (check one):

_____ certified or registered return receipt requested mail; OR

_____ personal delivery.

The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (if not represented by AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the University dated _____ [date of Step 3 decision] and received by the AFSCME Representative/Grievant on _____ [date of receipt of Step 3 decision] in the grievance of:

GRIEVANT NAME: _____

The following statement of issue(s) before the arbitrator is proposed:

Signature of AFSCME Representative or Grievant

Date

UCF BOARD OF TRUSTEES
Agenda Item Summary
 February 18, 2021

Title: Article 23 Salaries for 2020-2021 BOT-UFF

☐ Information ☐ Information for upcoming action ☒ Action

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

The sole issue to be decided by the committee, and ultimately the board, is whether to ratify the agreement reached by the BOT-UFF bargaining teams regarding salaries for the 2020-2021 year.

The Compensation and Labor Committee is responsible for advising the board and the president regarding prospective and current collective bargaining activities and making recommendations to board regarding board action.

Background Information:

The BOT and UFF bargaining teams began negotiations on salaries in April of 2020. The union proposed increasing promotion amounts from 9% to 11% for members in assistant positions promoted to associate positions and from 10% to 12% for members in associate positions promoted to full or senior positions. It also asked for a 3% across the board increase with a minimum base increase of \$1,500.00, along with a \$3,000 one-time COVID payment. The cost of this package was approximately \$11 million. The university countered with a no increase package. The two sides remained at impasse until the university offered a one-time payment of \$1,200 the final week before Winter Break. The BOT and UFF teams held an emergency meeting on December 8, 2020, at 4:30 p.m. and were able to reach agreement.

Recommended Action:

The BOT bargaining team recommends ratification of Article 23 for 2020-2021.

Alternatives to Decision:

Refuse to ratify article.

Fiscal Impact and Source of Funding:

The \$1,200 one-time payment included in Article 7 was previously budgeted. There is no additional fiscal impact.

Authority for Board of Trustees Action:

BOG Regulation 1.001(5)(a)(b)

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Sherry Andrews, Associate General Counsel, Associate Provost

Supporting Documentation:

Attachment A: 2020-2021 Article 23 BOT-UFF Collective Bargaining Agreement

Facilitators/Presenters:

Sherry Andrews, Associate General Counsel, Associate Provost

ARTICLE 23

SALARIES ~~(ratification date: April 23, 2020)~~

23.1 Promotion Increases.

(a) Promotion salary increases shall be granted on August 8 following that promotion in an amount equal to 9.0% of the employee's salary as of August 7 in recognition of promotion to one of the following ranks: Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer, Associate in _____, Associate Instructional Designer, and Associate University Librarian.

~~(b) Following ratification of this document, future promotion(b)~~ Promotion salary increases shall be granted on August 8 following that promotion in an amount equal to 10.0% of the employee's salary as of August 7 in recognition of promotion to one of the following ranks: Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, University Librarian, and Senior Instructional Designer.

23.2 Legislatively Mandated Increases. Any legislatively mandated increases shall be implemented as soon as practicable.

23.3 Other Increases.

(a) Across-the Board Salary Increases. ~~Effective August 23, 2019 for the 2018-2019 (distributed on pay date 9/13/2019) year, each eligible employee shall receive a two percent (2.0%) increase to the employee's base salary. This increase will be calculated using the employee's salary as of August 23, 2019. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship (not OPS) with the University prior to January 11, 2019; and the employee remains in a continual employment relationship at the date of implementation. Employees employed in 2017-18 that meet the above qualifications and were not evaluated shall be provided with an evaluation for the period and shall be eligible for the increase. No across-the-board salary increases will be distributed this cycle.~~

~~(b) One-time payment. In addition to the across-the board increases taking effect on May 10, 2019, for 2020-21. Effective January 8, 2021 (distributed on pay date 5/10/2019), all employees eligible for that increase shall receive a one-time payment of \$2,250.00.~~

~~(c) Across-the Board Salary Increases. Effective September 20, 2019 for the 2019-2020 (distributed on pay date 10/11/2019) year, each eligible employee shall receive a one and a quarter percent (1.25%) increase to the employee's base salary. This increase will be calculated using the employee's salary as of September 20, 2019. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship (not OPS) with/29/2021, the University prior to May 7, 2019; and the employee remains in a continual employment relationship at the date of implementation. Employees employed in 2018-19 that meet the above qualifications and were not evaluated shall be provided with an evaluation for the period and shall be eligible for the increase.~~

~~(d) For the 2019-2020 year, the Board of Trustees shall provide a \$one-time payment of \$1,000 one-time payment to each eligible200 to each educational and general (E&G) funded employee who was in a continual, non-OPS employment relationship with the University prior to May 7, 2019, on June 30, 2020, whose 2019-20 annual evaluation, if provided, was Satisfactory or above, and who remains employed by the University in a~~

~~continual employment relationship~~ an in-unit position at the date of implementation, ~~and whose most recent. Those employed on or after January 10, 2020 who did not receive an annual evaluation, if provided, was~~ will be assigned a Satisfactory or above. This one-time payment will be distributed on the November 22, 2019, pay date. ~~rating for the purposes of this payment. If an employee's position is less than 1.0 FTE, the payment shall be prorated. Contract and grant (C&G) and auxiliary funded employees are also eligible, but any monies provided in such cases shall be paid from the appropriate contract, grant, or auxiliary revenues, if such increases are provided by the granting agency.~~

(ec) Merit Salary Increases. No merit salary increases will be distributed this cycle.

23.4 Annual Incentive Award Programs. Incentive Award Programs recognize and promote employee excellence and productivity that respond to and support the mission of the University of Central Florida, including its strategic initiatives and five key goals. The provost or his or her designee shall give final approval for awards to successful faculty. Each year, the University shall make available to eligible employees 115 Incentive Awards. The awards shall be distributed to awardees in the next award cycle after ratification of this document as set forth below. Regardless of contract length (9 months through 12 months), award recipients shall receive a one-time award of \$5,000 as soon as practicable and a \$5,000 increase to their salary effective at the beginning of the succeeding academic year. Employees on visiting and other temporary appointments are not eligible for incentive awards. Employees on non-E&G funding will be eligible for the increase depending on availability of funds. All full-time employees in the appropriate discipline with at least four years of continuous, non-OPS service at UCF immediately prior to the current year are eligible.

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. Each academic year the University shall make available up to fifty-five UCF-TIP awards to eligible employees. The UCF-TIP award recognizes employee contributions to UCF's key goals of offering the best undergraduate education available in Florida and achieving international prominence in key programs of graduate study. Employees applying for TIPs must meet current productivity criteria.

(b) UCF-Research Incentive Award Program. The UCF-Research Incentive Award ("UCF-RIA") program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field, including interdisciplinary research and collaborations. Each academic year the University shall make available up to fifty-five UCF-RIA awards to eligible employees. The UCF-RIA award recognizes employee contributions to UCF's key goal of achieving international prominence in research and creative activities.

(c) Scholarship of Teaching and Learning Awards (SoTLs). SoTLs recognize discovery, reflection, and using evidence-based methods to research effective teaching and student learning. While the implementation of SoTL outcomes may result in teaching excellence and increased teaching effectiveness, this award recognizes scholarly efforts beyond teaching excellence. The University shall make available up to five SoTL awards.

(d) Applications for Incentive Awards. Applications shall be completed ~~on-line~~ online. These awards shall be made according to the criteria or procedures listed on the Faculty Excellence website.

(e) Incentive Award Selection.

(1) TIPs/RIAs. College or unit committees for the TIP and RIA award programs shall be elected by and from the unit employees. The committees shall equitably represent the

departments or units within them. Employees who plan to apply in the current cycle for a particular award shall not be eligible to serve on the committee. A committee chairperson for each incentive award program shall be elected by and from the college/unit committee. The chairperson shall charge the committee that members shall only consider the merits of the application. No additional outside information or discussion of position, e.g., instructor vs. tenure track employee, past awards, current salary, etc., may be considered, nor may additional criteria be used. The committee shall review the award applications and shall submit a ranked list of recommended employees to the dean or dean's representative. In ranking the applicants, committee members shall only consider the merits of the application.

a. Each committee member shall review all applications and transmit a preliminary ranking to the committee chair. Committee members may rank as many applicants as they deem merit the award, with the highest rank given to the top candidate (i.e., the highest rank equals the number of applicants, N), the next highest rank being N-1, and so on. Applications that are not deemed acceptable for an award by a committee member shall be left unranked in that committee member's rankings.

b. In larger colleges or units, subcommittees may be formed from the committee at-large in the interest of efficient evaluation of the incentive award applications. Each subcommittee must include at least three members, and every member of the committee at-large must serve on a subcommittee. The applications to be reviewed shall be equitably partitioned among the subcommittees. The subcommittees shall follow the ranking procedure outlined above to determine which applications they recommend to the committee at-large. Then the committee at-large shall be convened to review the applications recommended by the subcommittees.

c. The committee chair shall convene the committee (at-large) and review their initial rankings. Discussion shall be limited to information contained in the application and may focus on applicants with few or dispersed rankings.

d. Following this discussion, the committee shall use a secret ballot to rank candidates using the procedure outlined in (a) above.

e. A majority of voting committee members present must rank an applicant for that employee to be eligible for an incentive award.

f. The applicant with the highest mean rank (i.e., the sum of the applicant's rankings divided by the number of committee members present) shall have the highest priority for an incentive award, the applicant with the next highest mean rank the next highest priority, and so on, until all applicants who received rankings by a majority of committee members present are ranked in order.

g. In the case of T applicants with tied mean rank for the final T-1 or fewer available award~~(s)~~, the procedure outlined in (a) above, with T being the highest possible rank, shall be used to break the ties. The ranking process outlined in (a) above shall be used as many times in succession as necessary until all such ties are resolved and a final ranked list is complete.

h. The committee chair shall transmit this ranked list to the dean or dean's representative, or unit head who reviews and approves the awards. If the selection committee awards fewer than the number of awards available or if the dean or unit head does not approve an award from the list submitted by the selection committee, then the award(s) shall be retained in the same college or unit for one additional cycle before it is returned to the overall pool for apportionment.

i. For purposes of TIP/RIA selection as stated above, "college" shall also include the group of employees whose primary assignment is in the College of Undergraduate Studies, the College of Graduate Studies, an institute or center. These

employees shall be grouped together for purposes of calculating the number of awards available for each award category. The college committee shall consist of a member from each of the units represented.

23.5 Excellence Awards. The University shall implement the merit-based bonuses set forth below to recognize and promote employee excellence and productivity that respond to and support the mission of the University of Central Florida.

(a) Trustee Chair Professorship. The UCF Trustee Chair Professorship is a multi-year appointment awarded to employees with an extraordinary record of accomplishment in the three primary areas of academic endeavor: teaching, research and service. The objective of this appointment is to recognize and celebrate outstanding performance with a title and resources commensurate with accomplishment.

(1) Award recipients shall receive an annual budget of \$50,000 funded by the University. Up to \$25,000 can be used as a salary supplement. These chairs have a five-year appointment, which may be renewable.

(2) Each academic year, the University may award Trustee Chair Professorships.

(3) The eligibility criteria for an applicant is holding the rank of tenured professor; the applicant must be recognized as a "foremost scholar" in his or her chosen area of expertise, meaning known as a preeminent scholar in his or her discipline; and have a positive impact to other scholars at UCF. Applications will be reviewed by a committee consisting of one Trustee Chair, one Pegasus Professor, the Chair of the Faculty Senate, and the Vice Provost for Faculty Excellence. An employee who holds the rank of full professor shall be appointed by the UCF-UFF Chapter President to serve as an ex officio member of the committee, and shall not have a voting role except in the case of breaking any tie votes. The President and Provost or designee will make the final appointment.

(b) Pegasus Professor. The Pegasus Professor award recognizes excellence in the three primary areas of academic endeavor: teaching, research and service.

(1) Award recipients shall receive a one-time payment of \$5,000 as well as a Pegasus statue.

(2) Each academic year, the University may award Pegasus Professor awards.

(3) The eligibility criteria is having completed five years at the rank of tenured professor at UCF; having achieved excellence in teaching, research and/or creative activity; and demonstrable service and scope of national and international impact. The awards are ultimately determined by the President or designee.

(c) Excellence Awards. All full-time employees in the appropriate discipline with at least three years of continuous non-visiting, non-OPS service at UCF immediately prior to the current year are eligible, except for employees who have received a college or university excellence award in the past three academic years in the category for which they are applying. For some Excellence awards, additional eligibility criteria are specified below. Award recipients shall receive a one-time payment of \$2,000. Each academic year, the University shall award Excellence in Undergraduate Teaching awards, one University Award for Excellence in Undergraduate Teaching, Excellence in Graduate Teaching awards, one University Award for Excellence in Graduate Teaching, one University Award for Excellence in Faculty Academic Advising, Excellence in Research awards, one University Distinguished Research award, one University Award for Excellence in Professional Service, one Excellence in Librarianship award, and one Excellence in Instructional Design award.

(1) Excellence in Undergraduate Teaching awards.

193 a. Eligibility. Employees must be assigned to teach at least two undergraduate
194 courses in the current academic year and to have taught at least six undergraduate courses
195 over the preceding three academic years.

196 b. The criteria for evaluating applicants' files shall include three major
197 categories:

- 198 1. Innovations to improve undergraduate teaching;
- 199 2. Undergraduate teaching accomplishments/honors;
- 200 3. Evidence of impact on undergraduate teaching.

201 (2) Excellence in Graduate Teaching Awards.

202 a. Eligibility. Employees must have contributed significantly to graduate
203 education, including substantial teaching of graduate courses (including thesis and
204 dissertation courses) over the current academic year and the three preceding academic
205 years.

206 b. The criteria for evaluating applicants' files shall include three major
207 categories:

- 208 1. Innovations to improve graduate teaching;
- 209 2. Graduate Teaching Accomplishments/honors;
- 210 3. Evidence of impact on graduate teaching.

211 (3) Excellence in Research Awards

212 a. Eligibility. Employees must have an assignment of at least 0.10 FTE in
213 research over each of the three immediately preceding years and the current year at UCF.

214 b. The criteria for evaluating applicants' files shall include three major
215 categories.

- 216 1. cumulative value and impact of research efforts at UCF within the
217 discipline and to society;
- 218 2. Recognition of research impact by the individual's peers in the same or in
219 related disciplines;
- 220 3. Publication/dissemination and presentation of research results.

221 (4) Excellence in Faculty Academic Advising.

222 a. Eligibility. All employees who currently advise and who have advised
223 undergraduate students over the preceding three academic years are eligible.

224 b. The criteria for evaluating applicants' files shall include three major categories:

- 225 1. Evidence of extra effort to improve advising;
- 226 2. Evidence that students have been sensitively and appropriately informed
227 and guided concerning career choices and academic opportunities;
- 228 3. Evidence that the nominee serves as a role model in the pursuit of
229 learning.

230 (5) University Awards for Excellence in Professional Service.

231 a. Eligibility. Employees who are assigned an FTE of 0.10 for professional
232 service duties over the current year and for each of the three preceding academic years are
233 eligible.

234 b. The criteria for evaluating applicants' files shall include three major
235 categories:

- 236 1. Evidence of effectiveness in service to the university by highlighting
237 leadership contributions;
- 238 2. Evidence of significant accomplishment in professional organizations in
239 the nominee's discipline;
- 240 3. Evidence of recognition for outreach activities, service, and leadership
241 contributions to community organizations.

(6) Excellence in Librarianship.

a. Eligibility. Employees who have served at UCF as a librarian on a permanent line for the current year and at least the three years immediately preceding the current year are eligible.

b. The criteria for evaluating applicant's files shall include two major categories:

1. Evidence of extra effort to improve library services and collections;

2. Evidence of a sustained period of excellence in the library profession.

(7) Excellence in Instructional Design.

a. Eligibility. Must be an instructional designer on a non-visiting, non-OPS 12-month contract at the time of nomination and over the three preceding academic years.

b. The criteria for evaluating applicant's files shall include two major categories:

1. Innovative contributions to UCF and/or the ID field;

2. Evidence of outstanding effort to promote quality of online instruction and improve relationships with faculty members at UCF.

(8) Recommendations for these awards are made by various committees and are ultimately determined by the ~~president~~President or designee.

23.6 Salary Increases for Employees Funded by Contracts and Grants.

(a) Employees on contracts or grants shall receive salary increases equivalent to similar employees on Education and General (E&G) funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. 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 provided, the University's representative shall seek to have the contract or grant modified to permit or fund such increases.

(b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement if such increases are provided by the granting agency.

23.7 Administrative Discretion Increases. From the date of ratification of this document, through August 31, 2021, the University may provide Administrative Discretion Increases up to one and one-half percent (1.5%) of the total salary rate of employees who were in an employment relationship with the University on May ~~7, 2018~~6, 2020. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

(a) The University may provide Administrative Discretion Increases for verified written offers of outside employment, special achievements, merit, compression and inversion, equity and market equity considerations, and similar special situations to employees in the bargaining unit.

(b) Administrative Discretionary Increases for verified written offers of outside employment shall not ~~contribute~~be subject to the ~~calculation of the one and one-half percent (1.5%) salary rate~~limitation.

(c) UFF Notification. At least 14 days prior to the effective date of any such increase, the University shall provide to the UFF a written notification of the increase which states the

name of the employee, the rank and discipline of the employee, the amount of the increase, and the reason for the increase.

(d) The University's ability to provide Administrative Discretion Increases shall expire August 31, 2021, and shall not become part of the status quo.

23.8 Report to Employees. All employees shall receive notice of their salary increases prior to implementation.

23.9 Type of Payment for Assigned Duties.

(a) Duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of salary, not Other Personal Services (OPS) wages.

(b) Duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS wages, not salary.

23.10 Twelve-Month Payment Option. The parties agree that a twelve-month payment option for 9-month employees shall be offered each year during an annual open enrollment period from April 1 to June 30. If chosen by the employee, this payment option shall become effective for one year starting with the first full pay period beginning after August 8. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five full bi-weekly paychecks received during the Summer. The University shall provide an online calculator to assist the employee in determining a savings amount and fixed reduction amount that will allow the employee's net paychecks to remain approximately constant. Pay received for supplemental summer assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.

23.11 Administrative Salary Stipends. A temporary salary increase that is provided to an employee as compensation for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Salary Stipend. At least 14 days prior to the effective date of any Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is later added to the employee's salary, the amount so converted shall be treated as an Administrative Discretion Increase during the year in which the conversion takes place and shall be subject to limitations of that section.

23.12 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on twelve-month appointments shall be calculated by dividing the salary rate by 26.1 pay periods.

~~**23.1314 Compensation currency.** The university receives its budget. UCF will comply with all applicable Federal and disburses monies in U.S. dollars. State labor and employment laws.~~

UCF BOARD OF TRUSTEES
Agenda Item Summary
 February 18, 2021

Title: Change Campus Type for South Orlando Site (2)

☐ **Information**

☐ **Information for upcoming action**

☒ **Action**

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

UCF is working to facilitate a site reclassification required by Florida Statutes and Board of Governors (BOG) Regulations. Regulation 8.009(3)(d) states that “establishing, reclassifying, relocating, or closing an additional campus or special purpose center, including acquiring real property for such educational sites, shall be approved by the university board of trustees and, subsequently, the Board of Governors.”

Background Information:

In 2015, all instructional activity on the South Orlando campus (2) ended, and the site was closed as a SACSCOC-approved instructional location. In January 2020, UCF entered a 50-year sublease with Orange County to use the land and facilities on the site. Per the BOG Educational Site definitions (Regulation 8.009), Site 2 no longer meets the current designation of Special Purpose Center (SPC). The BOG and UCF Academic Program Quality recommend changing Site 2 from SPC to Other.

8.009(1)(c) - Special purpose center is defined as a unit of a university, apart from the main campus, that provides certain special, clearly defined programs or services, such as research or public service, and reflects a relatively permanent commitment by a university for the foreseeable future, not an occasional, time-limited, or transitory activity, in facilities which are university-owned, university-leased, or jointly used with another public institution. Instructional programs or courses leading to a college degree are typically not offered at special purpose centers. Cooperative extension sites are not considered special purpose centers.

Other - No instruction or outreach.

Recommended Action:

Approve the reclassification of Educational Site “Special Purpose Center” to “Other” for the South Orlando Site (2).

Alternatives to Decision:

This site must be reclassified to meet the current definitions of an educational site (Regulation 8.009). This information is used for classification purposes in the mandatory data submissions following every semester to the BOG; and the change must be approved by the UCF Board of Trustees.

Fiscal Impact and Source of Funding:

Regulation 8.009(3)(d) specifies that reclassifying a special purpose center shall be approved by the university board of trustees and, subsequently, the Board of Governors. No capital outlay funds shall be requested of the Legislature or expended, except for planning, prior to such approvals being obtained.

Authority for Board of Trustees Action:

Regulation 8.009, 8.009(1)(c) and 8.009(3)(d) stipulate that alterations to the status of the Special Purpose Center shall be approved by the university board of trustees and, subsequently, the Board of Governors. Delegation of Authority to the President, Items requiring specific authority of the Board (37). All items required by the BOG or Florida Legislature to be approved by the Board.

Contract Reviewed/Approved by General Counsel: ☒ N/A ☐

Committee Chair or Chair of the Board has approved adding this item to the agenda: ☒

Submitted by:

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer

Supporting Documentation:

Attachment A: Regulation 8.009 Educational Sites

Attachment B: UCF Board of Trustees Sublease Agreement

Facilitators/Presenters:

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer

Christy Miranda, Director, Space Administration

8.009 Educational Sites

(1) The following definitions of educational sites shall be used for classification purposes in data submissions to the Board of Governors:

- (a) Main campus is defined as the primary site of university educational, research, and administrative activities.
- (b) Additional campus, including one that has received separate regional accreditation, is defined as an instructional and administrative unit of a university, apart from the main campus, that primarily offers students upper-division undergraduate and graduate programs, as well as a wide range of administrative and student support services appropriate for the number of student FTE served, and reflects a relatively permanent commitment by a university for the foreseeable future, not an occasional, time-limited, or transitory activity, in facilities which are university-owned, university-leased, or jointly used with another public institution.
 - 1. Type I Campus is defined as a university operation that has obtained and continues to maintain an enrollment level of more than 2,000 university student FTE in courses which lead to a college degree. A Type I Campus typically provides a broad range of instruction for numerous full and partial degree programs, research activity, and an extensive complement of student services.
 - 2. Type II Campus is defined as a university operation that has obtained and continues to maintain an enrollment level of 1,000 to 2,000 university student FTE in courses which lead to a college degree. A Type II Campus typically provides a moderate range of instruction for full and partial degree programs, limited research activity, and a moderate complement of student services.
 - 3. Type III Campus is defined as a university operation that has obtained and continues to maintain an enrollment level of at least 300 but less than 1,000 university student FTE. The Board may, within its discretion, require an operation with less than 300 FTE to be presented to the Board for approval if the operation otherwise meets the remaining criteria in this sub-paragraph. A Type III Campus typically provides a limited range of instruction for full and partial degree programs, limited research activity, and a limited complement of student services.
- (c) Special purpose center is defined as a unit of a university, apart from the main campus, that provides certain special, clearly defined programs or services, such as research or public service, and reflects a relatively permanent commitment by a university for the foreseeable future, not an occasional, time-limited, or transitory activity, in facilities which are

university-owned, university-leased, or jointly used with another public institution. Instructional programs or courses leading to a college degree are typically not offered at special purpose centers. Cooperative extension sites are not considered special purpose centers.

- (d) Instructional site is defined as a temporary instructional unit of a university, apart from the main campus, that provides a limited range of instructional programs or courses leading to a college degree, in facilities not owned by the institution.
- (e) Special purpose site is defined as a unit of a university, apart from the main campus, that provides services of an educational or community outreach nature which are other than instruction leading to a college degree, in facilities not owned by the institution. Instructional programs or courses leading to a college degree are typically not offered at special purpose sites.

(2) Within the State of Florida, on-site lower-level (1000- and 2000-level) courses shall be offered only on the main campus of a university unless approved under the following conditions:

- (a) When a university desires to offer a limited number of lower-level courses that address specified degree program needs at educational sites other than the main campus, prior to taking any action to establish such courses, the president shall collaborate with the president of the local Florida College System (FCS) institution in whose district the educational site is located to ensure that such course offerings will not unnecessarily duplicate course offerings at the FCS institution. After such collaboration, the university board of trustees may approve the offering of a limited number of lower-level courses that address specific degree program needs. The university shall seek approval of a proposal submitted to its board of trustees, and, subsequently, the Board of Governors to enroll lower-level university FTE that will exceed 25% of the total university FTE at an additional campus or special purpose center. The proposal shall be in the format developed in (2)(b).
- (b) When a university desires to offer a full range of general education and other lower-level courses at an educational site, prior to taking any action to establish such courses, the president shall collaborate with the president of the local Florida College System institution to determine the effect on local articulation agreements. After such collaboration, the university may offer a full range of courses, if approved by the university board of trustees and, subsequently, by the Board of Governors. The proposal to offer a full range of lower-level courses shall use the format(s) developed by the Office of the Board of Governors, in conjunction with university academic affairs officers.

Such format(s) shall include, at a minimum, the following elements: relationship to the university's mission; assessment of student demand; availability of necessary facilities, equipment, and faculty; effect on local articulation agreements; and projections of lower-level FTE, operating budget, and staffing.

(3) The following approval processes for establishing, reclassifying, relocating, and closing educational sites apart from the main campus apply to the State University System:

- (a) Each board of trustees shall adopt regulations consistent with this paragraph for the establishment, reclassification, relocation, and closing of educational sites apart from the main campus, including international educational sites and educational sites located in other states, and for the acquisition of real property on which such educational sites will be located.
- (b) As an initial part of the process that may lead to the acquisition, establishment, reclassification, relocation, or closing of additional campuses or special purpose centers, the president of each university shall consult with the Chancellor to inform system-wide strategic planning.
- (c) Instructional sites and special purpose sites may be established and closed by universities consistent with regulations established by their respective boards of trustees. If an instructional or special purpose site scheduled for closing has been funded by the Legislature or established pursuant to law, the university shall provide documentation to the Board of Governors justifying the closure, and shall initiate a dialogue with legislative leadership regarding the closure.
- (d) Establishing, reclassifying, relocating, or closing an additional campus or special purpose center, including acquiring real property for such educational sites, shall be approved by the university board of trustees and, subsequently, the Board of Governors. No capital outlay funds shall be requested of the Legislature or expended, except for planning, prior to such approvals being obtained.
- (e) Proposals for the establishment, relocation, and reclassification of additional campuses and special purpose centers shall be submitted to the university's board of trustees and, subsequently, to the Board of Governors, using the format(s) developed by the Office of the Board of Governors, in conjunction with university academic affairs officers. Such format(s) shall include, at a minimum, the following elements: Accountability, Needs Assessment, Academic Programs, Administration, Budget and Facilities, Student Services, and Monitoring of Implementation.

- (f) In addition to addressing the elements specified in (3)(e), proposals for the establishment of international campuses and special purpose centers shall include the following elements:
1. The relationship of the international program to the institution's mission and strategic plan;
 2. Any known legal requirements of the host country that must be met to establish and operate a campus or special purpose center in that country and the legal jurisdiction that will be applicable to the university's operations;
 3. A risk assessment of the university's responsibility for the safety of students, faculty, and staff;
 4. How the university will exercise control over the academic program, faculty, and staff, if the programs are not operated exclusively by the university.
- (g) Proposals for closing additional campuses and special purpose centers shall be submitted to the university's board of trustees and, subsequently, to the Board of Governors, using the format(s) developed by the Office of the Board of Governors, in collaboration with university academic affairs officers. The proposal shall include a request for the Board of Governors to initiate a dialogue with university and legislative leadership regarding the appropriateness of seeking statutory changes, if the educational site has been established pursuant to law.

(4) A university shall receive approval from its board of trustees and the Board of Governors prior to seeking separate accreditation from the Southern Association of Colleges and Schools for an additional campus.

(5) Each university shall annually monitor enrollment at its additional campuses. If enrollments fall below the minimum designated for the site as defined in (1) for three consecutive years, the university shall develop and implement a plan for increasing enrollment, reclassifying the site, or closing the site. An exception shall be made for a Type III Campus that was approved by the Board of Governors for establishment at an enrollment level below the minimum designated in (1). In that case, if enrollments fall below the Board of Governors-approved minimum for that site for three consecutive years, the university shall develop and implement a plan for increasing enrollment, reclassifying the site, or closing the site.

Authority: Section 7(d), Art. IX, Fla. Const.; History — New 4-9-87, Amended 6-8-92, 2-15-94, 12-2-99, 11-10-11.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 03 2019

This Sublease was prepared by:
Christopher Crenshaw
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 38964

OAS1
[20.01 +/- acres]

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

SUBLEASE AGREEMENT

Sublease Number 2721-24

THIS SUBLEASE AGREEMENT, is made and entered into this 2nd day of January 2020, between the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, hereinafter referred to as "SUBLESSOR" and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, hereinafter referred to "SUBLESSEE."

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR under TRUSTEES' Lease Number 2721, ("Master Lease").
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease agreement, is situated in the County of Orange, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **SUBLEASE TERM:** The term of this sublease shall be for a period of 50 years commencing on December 3, 2019 and ending on December 2, 2069, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the establishment and operation of a public park and recreational facility, which may include, but shall not be limited to, after-school programs, meeting space for community classes and gatherings, and athletic fields, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 7 of this sublease.

5. **CONFORMITY:** This sublease shall conform to all terms and conditions of TRUSTEES' Lease No. 2721 between the TRUSTEES and SUBLESSOR dated January 22, 1974, as amended from time to time, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

6. **QUIET ENJOYMENT AND RIGHT OF USE:** SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. **LAND USE PLAN:** SUBLESSEE shall prepare and submit a Land Use Plan for the subleased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to SUBLESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the subleased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE's own risk. The Land Use Plan shall emphasize the original management concept as approved by SUBLESSOR on the effective date of this sublease which established the primary public purpose for which the subleased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE and SUBLESSOR. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Land Use Plan without the prior written approval of SUBLESSOR. The Land Use Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan. In accordance with Section 253.034, Florida Statutes, the SUBLESSEE shall submit a Land Use Plan update at the end of the fifth year from the execution date of this sublease to establish all short-term goals developed under

the Land Use Plan have been met in accordance with Section 253.034 (5) (i), Florida Statutes. The SUBLESSEE shall submit an updated Land Use Plan at least every ten (10) years from the execution date of the sublease.

8. **ASSIGNMENT:** This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. **RIGHT OF INSPECTION:** TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. **PLACEMENT AND REMOVAL OF EQUIPMENT:** All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. **INSURANCE REQUIREMENTS:** During the term of this sublease SUBLESSEE shall procure and maintain policies of all-risk property, and liability insurance coverage. The all-risk property insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this sublease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, SUBLESSEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self- insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify SUBLESSOR and the

insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. **LIABILITY:** SUBLESSEE shall assist in the investigation of injury or damage claims either for or against SUBLESSOR, TRUSTEES, or the State of Florida pertaining to SUBLESSEE'S respective areas of responsibility under this sublease or arising out of SUBLESSEE'S respective management programs or activities and shall contact SUBLESSOR, and TRUSTEES regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSEE is responsible for, and, to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless SUBLESSOR, TRUSTEES, and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of SUBLESSEE, and its officers, employees, and agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event SUBLESSEE subcontracts any part or all of the work performed in the subleased premises, the SUBLESSEE shall require each and every subcontractor to identify the SUBLESSOR and TRUSTEES as an additional insured on all insurance policies required by the SUBLESSEE. Any contract awarded by SUBLESSEE for work in the subleased premises shall include a provision whereby the SUBLESSEE'S subcontractor agrees to indemnify, pay on behalf, and hold the SUBLESSOR and TRUSTEES harmless for all injuries and damages arising in connection with the SUBLESSEE'S subcontract.

13. **PAYMENT OF TAXES AND ASSESSMENTS:** Except as otherwise provided in Exhibit "C," attached hereto and fully incorporated herein by this reference, SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. **NO WAIVER OF BREACH:** The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

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15. **TIME**: Time is expressly declared to be of the essence of this sublease.
16. **NON-DISCRIMINATION**: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.
17. **UTILITY FEES**: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.
18. **MINERAL RIGHTS**: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.
19. **RIGHT OF AUDIT**: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.
20. **CONDITION OF PROPERTY**: Except as otherwise provided in Exhibit "C," attached hereto and fully incorporated herein by this reference, SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. Except as otherwise provided in Exhibit "C," the subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.
21. **NOTICES**: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: University of Central Florida
Division of Administration and Finance
4365 Andromeda Loop
Orlando, Florida, 32816

SUBLESSEE: Orange County Parks and Recreation Division
Attn: Manager
4801 W. Colonial Drive
Orlando, Florida, 32803

And

Orange County Real Estate Management Division
Attn: Manager
P.O. Box 1393
Orlando, FL 32802

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund
c/o State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000

22. **BREACH OF COVENANTS, TERMS, OR CONDITIONS:** Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

23. **DAMAGE TO THE PREMISES:** (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or

defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of SUBLESSEE, except as set forth in Exhibit "C." Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies. SUBLESSOR AND SUBLESSEE understand and agree that the provisions of this Section 23 shall only apply to SUBLESSEE prospectively commencing on the effective date, and that existing contaminants, pollutants, pollution, hazardous or toxic substances, chemicals or other agents present on the subleased premises or on adjacent properties subject to the Master Lease as of the effective date shall be and remain the responsibility of SUBLESSOR, consistent with the provisions of Exhibit "C."

24. **ENVIRONMENTAL AUDIT:** At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards upon or contemporaneous with termination of this sublease, and if necessary a Phase II environmental site assessment.

25. **SURRENDER OF PREMISES:** Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed,

SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. **BEST MANAGEMENT PRACTICES:** SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

27. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

28. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

29. **CONDITIONS AND COVENANTS:** All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

30. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
31. **ENTIRE UNDERSTANDING:** This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.
32. **EASEMENTS:** All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.
33. **SUBSUBLEASES:** This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.
34. **MAINTENANCE OF IMPROVEMENTS:** Except as otherwise provided in Exhibit "C," SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.
35. **COMPLIANCE WITH LAWS:** SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
36. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.
37. **GOVERNING LAW:** This sublease shall be governed by and interpreted according to the laws of the State of Florida.

38. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

[Remainder of page intentionally left blank;

Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Sublease agreement to be executed on the day and year first above written.

THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES (SEAL)

L. LaChiana
Original Signature

Lindsey LaChiana
Typed/Printed Name of Witness

Tom Moyer
Original Signature

Tom Moyer
Typed/Printed Name of Witness

BY: [Signature]
Original Signature of Executing Authority

Thad Seymour, Jr.
Typed/Printed Name of Executing Authority

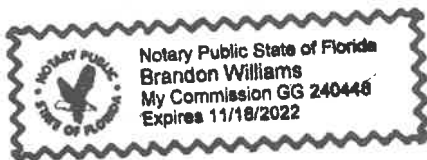
Interim President
Title of Executing Authority

"SUBLESSOR"

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24th day of October, 20 19, by Thad Seymour, Jr., as Interim President, for and on behalf of the University of Central Florida Board of Trustees. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida

Brandon Williams
Printed, Typed or Stamped Name

My Commission Expires:
11/18/2022
Commission/Serial No. GG 240 448

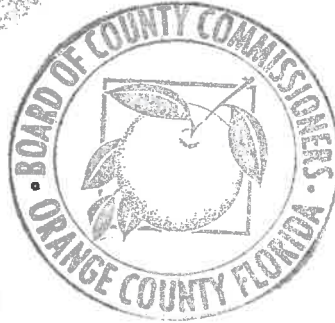
ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: *Byron W. Demings*
By Jerry L. Demings,
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Noelia Perez*
For Deputy Clerk
Print: Noelia Perez
Date: DEC 03 2019



Consented to by TRUSTEES on 2nd day of January, 2020

APPROVED SUBJECT TO PROPER EXECUTION

By:  11-13-2018
DEP Attorney



Brad Richardson, Senior Management Analyst Supervisor,
Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees
of the Internal Improvement Trust Fund of the State of Florida

Exhibit "A"

SKETCH OF DESCRIPTION

PARCEL: 801

ESTATE: LEASEHOLD

PURPOSE: SUBLEASE

Description

A parcel of land, being a portion of those lands described in Official Records Book 1372 at Page 313 of the Public Records of Orange County, Florida, being more particularly described as follows:

From the Southwest corner of the Northeast ¼ of the Northwest ¼ of Section 27, Township 23 South, Range 29 East, run North 89 degrees 21 minutes 48 seconds East along the South boundary of said Northeast ¼ of the Northwest ¼ a distance of 179.80 feet to the West boundary of ORLANDO CENTRAL PARK, NUMBER ONE, as recorded in Plat Book "Z", Page 63, of said Public Records; thence run North 00 degrees 37 minutes 53 seconds West along said West boundary of ORLANDO CENTRAL PARK, NUMBER ONE, a distance of 50.00 feet to a point on the north right-of-way line of Lake Ellenor Drive (a platted 60.00 foot wide right-of-way) and the south line of those lands described in said Official Records Book 1372 at Page 313, thence run South 89 degrees 22 minutes 03 seconds West, along said north right-of-way line and said south line, a distance of 75.00 feet to the southwest corner of a 75 foot wide drainage and utilities easement described in said Official Records Book 1372 at Page 313 and the POINT OF BEGINNING; thence continue South 89 degrees 22 minutes 03 seconds West, along said south line, a distance of 1359.52 feet to a point lying 75.00 feet east of, when measured at right angles to, the west line of the Northwest ¼ of said Section 27, said point being the southeast corner of a 75 foot wide drainage easement described in Official Records Book 2654 at Page 556 of said Public Records; run thence North 00 degrees 22 minutes 09 seconds West, along the east line of said drainage easement and northerly extension thereof, being parallel with and 75.00 feet east of, when measured at right angles to, said west line of the Northwest ¼, a distance of 914.54 feet, more or less, to the edge of the waters of the Lake now known and designated as Lake Ellenor (being the lake sometimes previously known as "Rattlesnake Lake", and being the same lake as the "Lake Ellenor" a portion of which is shown on the plat of the aforesaid ORLANDO CENTRAL PARK, NUMBER ONE), thence run southeasterly along said edge of the waters of Lake Ellenor, being approximated by the following 10 courses and distances:

- (1) South 55 degrees 42 minutes 37 seconds East, a distance of 72.51 feet
- (2) South 51 degrees 31 minutes 36 seconds East, a distance of 193.52 feet
- (3) South 67 degrees 47 minutes 30 seconds East, a distance of 219.02 feet
- (4) South 76 degrees 38 minutes 54 seconds East, a distance of 489.53 feet
- (5) North 82 degrees 49 minutes 05 seconds East, a distance of 105.51 feet
- (6) South 67 degrees 13 minutes 55 seconds East, a distance of 74.18 feet
- (7) North 64 degrees 19 minutes 09 seconds East, a distance of 91.39 feet
- (8) North 85 degrees 21 minutes 09 seconds East, a distance of 63.04 feet
- (9) North 64 degrees 17 minutes 50 seconds East, a distance of 99.58 feet
- (10) North 89 degrees 45 minutes 41 seconds East, a distance of 51.15 feet

to a point lying 83.92 feet west of, when measured at right angles to, said West boundary of ORLANDO CENTRAL PARK, NUMBER ONE, thence departing said edge of waters, run South 00 degrees 37 minutes 53 seconds East, a distance of 407.51 feet to a point lying 83.92 feet west of, when measured at right angles, to said West boundary of ORLANDO CENTRAL PARK, NUMBER ONE; thence run North 89 degrees 22 minutes 07 seconds East, a distance of 8.92 feet to the west line of the aforesaid 75 foot wide drainage and utilities easement described in Official Records Book 1372 at Page 313 of said Public Records; thence run South 00 degrees 37 minutes 53 seconds East, parallel with and 75.00 feet west of, when measured at right angles, to said West boundary, a distance of 207.66 feet, to the POINT OF BEGINNING.

The above described parcel of land contains 20.01 acres, more or less.

STATE OF FLORIDA
Robert M. Jones, L.R.M.
Florida Professional Surveyor and Mapper No. 4201

BSM APPROVED
By: *SK*
Date: 10.05.2018

THIS IS NOT A SURVEY

PROJECT TITLE
Orange County Parks & Recreation Department
Legal Description and Sketch
UCF - Lake Ellenor Property

Wood Environment & Infrastructure Solutions, Inc.

wood

500 Northlake Blvd Suite 1000
Aurora Springs FL 32701 USA
Phone: (407) 522-7570
Fax: (407) 522-7576

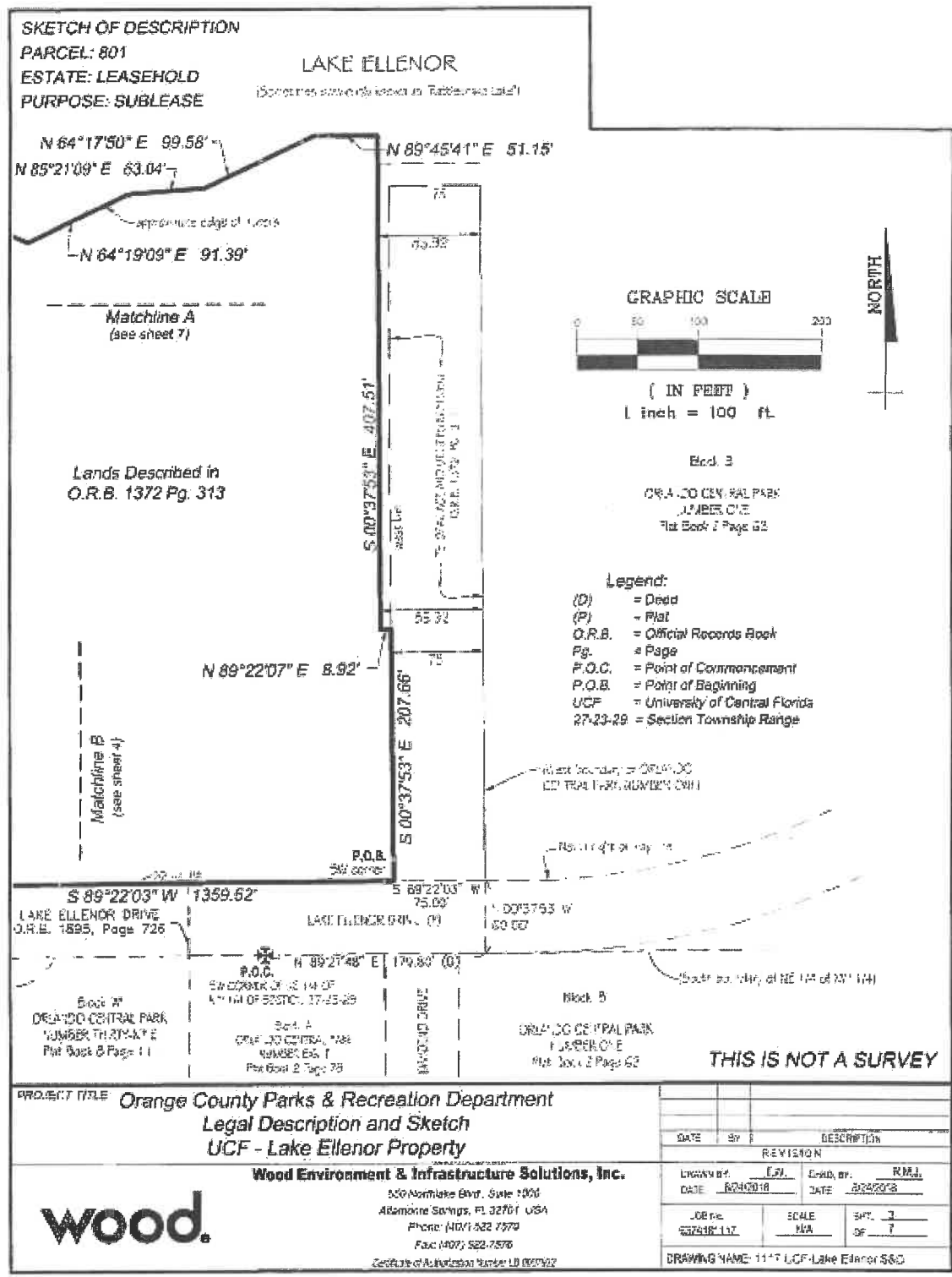
Draw Date of Recordation: November 29, 2018

DATE		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION
10/05/2018	UCF - Lake Ellenor Property	10/05/2018	UCF - Lake Ellenor Property
DATE	DESCRIPTION	DATE	DESCRIPTION
10/05/2018	UCF - Lake Ellenor Property	10/05/2018	UCF - Lake Ellenor Property
DATE	DESCRIPTION	DATE	DESCRIPTION
10/05/2018	UCF - Lake Ellenor Property	10/05/2018	UCF - Lake Ellenor Property

PURPOSE: SUBLEASE

NORTH

186



SKETCH OF DESCRIPTION

PARCEL: 801

ESTATE: LEASEHOLD

PURPOSE: SUBLEASE

LAKE ELLENOR

Sometimes previously known as Fatsomake Lake

approximate edge of waters

N 82°49'05" E 105.51'

S 67°13'55" E 74.18'

N 64°19'09" E 91.39'

Matchline A
(see sheet 7)

Legend:

- (D) = Deed
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- UCF = University of Central Florida
- 27-23-29 = Section Township Range

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NORTH

Lands Described in
O.R.B. 1372 Pg. 313

Matchline B
(see sheet 2)

Matchline C
(see sheet 5)

S 89°22'03" W 1359.52'

LAKE ELLENOR DRIVE
O.R.B. 1895, Page 726

Block A
ORANGE COUNTY PARK
NUMBER 40
Plat Book 7 Page 2

Block B
ORANGE COUNTY PARK
NUMBER 40
Plat Book 7 Page 3

Block C
ORANGE COUNTY PARK
NUMBER 40-40-40
Plat Book 8 Page 111

P.O.C.
ON CORNER OF
SECTION 29
TOWNSHIP 23
RANGE 27

THIS IS NOT A SURVEY

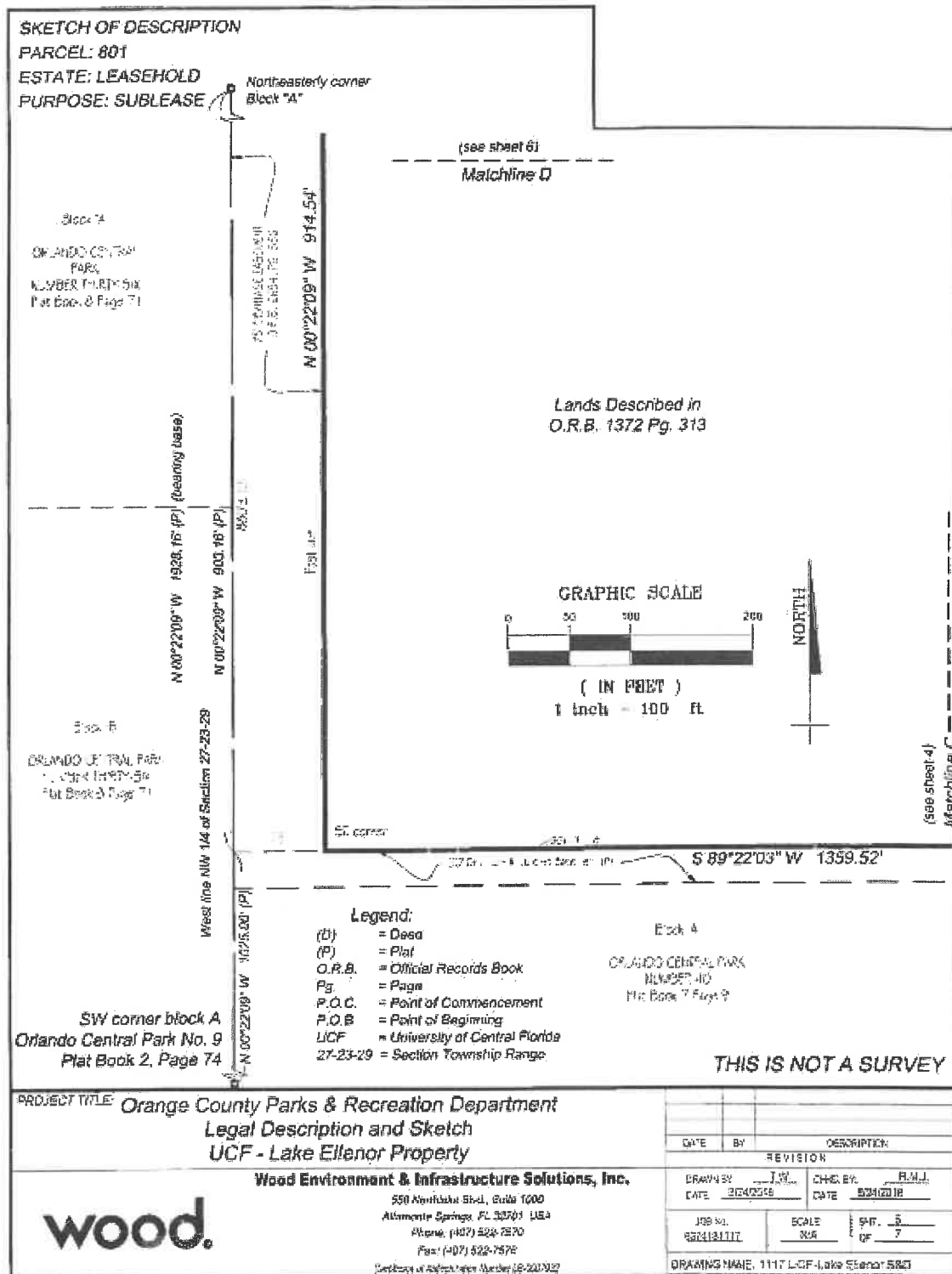
PROJECT TITLE: **Orange County Parks & Recreation Department
Legal Description and Sketch
UCF - Lake Ellenor Property**

wood.

Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32711 USA
Phone: (407) 522-7570
Fax: (407) 522-7579
Certificate of Authorization No. LB 0007542

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY	DATE	CHECK BY
DATE	DATE	DATE
UCF PL	SCALE	SHEET
631418117	N/A	4 OF 7
DRAWING NAME: 1117 UCF-Lake Ellenor S&S		



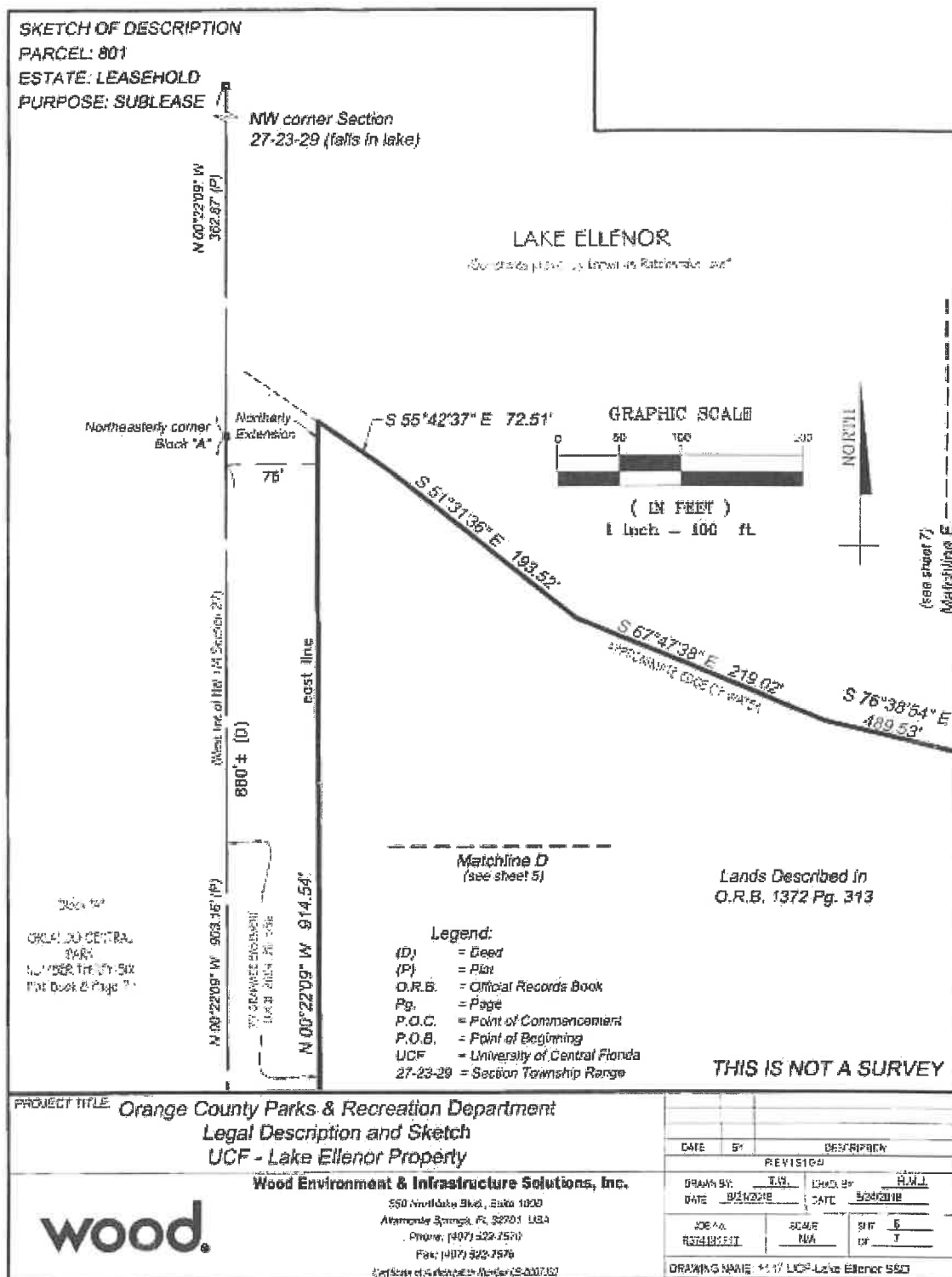


Exhibit "B"

2

STATE OF FLORIDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

(1)2721

No. ~~2721~~

WHEREAS, State of Florida Board of Trustees of the Internal Improvement Trust Fund holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, State of Florida Board of Trustees of the Internal Improvement Trust Fund is directed and authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND as LESSOR, and the FLORIDA BOARD OF REGENTS, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described premises in the County of Orange, State of Florida, together with the improvements thereon:

The West $\frac{1}{2}$ of Section 2, Township 22 South, Range 31 East, subject to right of way for road over the North 40 feet thereof. The East $\frac{1}{2}$, and that part of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to right of way for road over the North 40 feet thereof. The Northeast $\frac{1}{4}$, and that part of the Northwest $\frac{1}{4}$ lying East of Alafaya Trail, and that part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, less the South 60 feet, lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East. The Northwest $\frac{1}{4}$ of Section 11, Township 22 South, Range 31 East.

LEGAL DESCRIPTION APPROVED
AND
THIS INSTRUMENT WAS PREPARED BY
JAMES T. WILLIAMS
ELLIOT BUILDING
TALLAHASSEE, FLORIDA 32304

No. 2721

Page 2

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for public purposes.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for public purposes. As used in this agreement, the term "public purposes" shall mean all or any of the purposes, actions or uses which the law authorizes to be done or performed by the lessee or by any of the officers, agents or employees of the lessee for and on behalf of the lessee. Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

6. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

7. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

8. This agreement is for public purposes and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes herein described after written notice to and right of rejection by the lessor.

9. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the State of Florida Board of Trustees of the Internal Improvement Trust Fund and the State of Florida from any and all claims, actions, law suits and demands of any kind or nature arising out of this agreement.

10. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of January, A. D. 1974 and the Board of Regents has duly executed same and has affixed its official seal hereto this 22nd day of January, A.D., 1974.



Reubin O. Walker
Governor

Robert B. Mandel
Secretary of State

Robert L. Sherin
Attorney General

Fred Edie Kinsod
Comptroller

Thomas W. Smalley
Treasurer

Wayne T. Christian
Commissioner of Education

Deane Conner
Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

BOARD OF REGENTS

By *Robert B. Mandel*
Chairman

ATTEST:

Hudis Chaudhry
Secretary

(SEAL)
BOARD OF REGENTS

EXHIBIT "C"

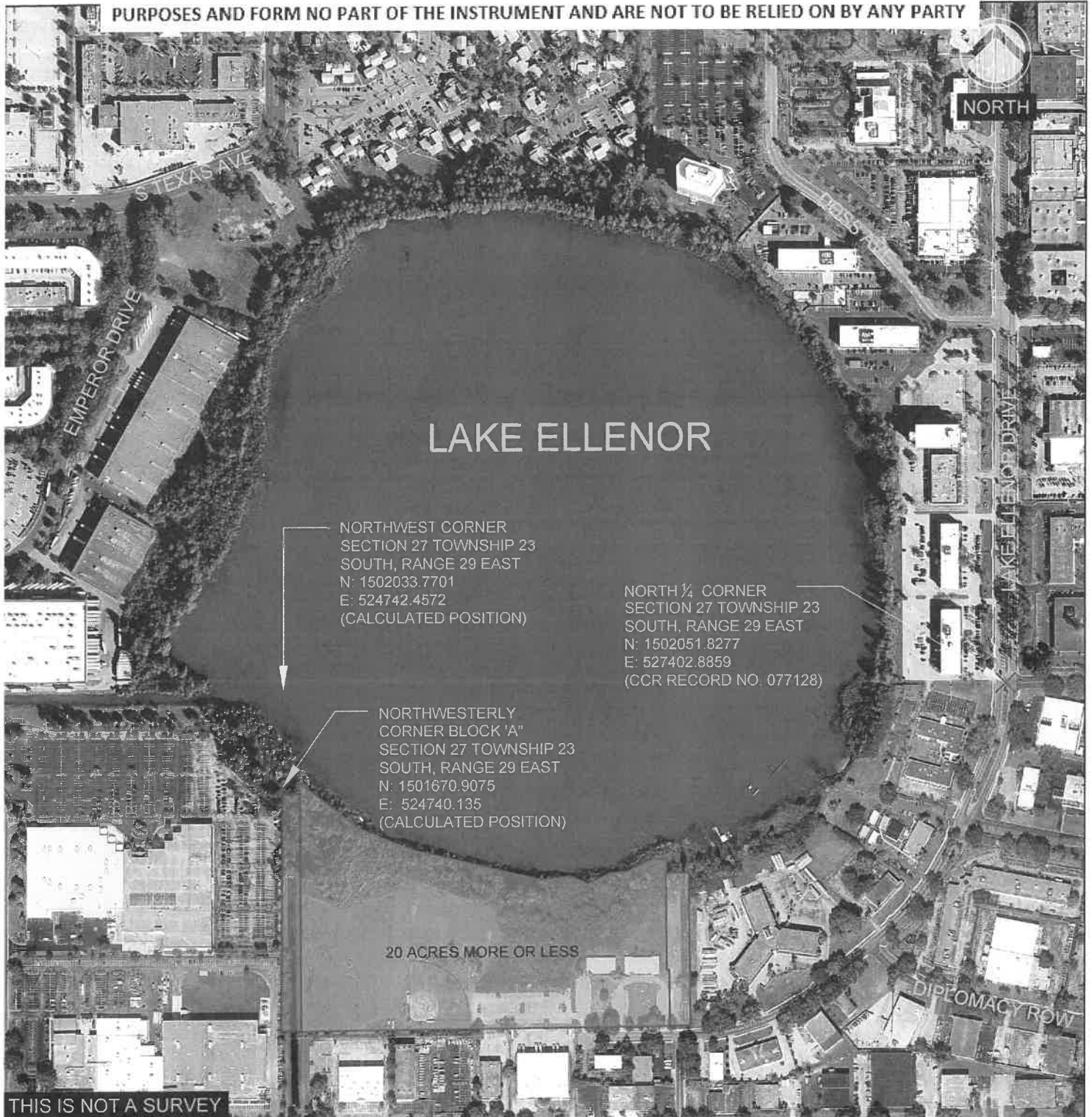
ENVIRONMENTAL MATTERS

1. SUBLESSOR and SUBLESSEE understand and acknowledge that Adverse Environmental Conditions, as defined herein, exist on the adjacent premises subject to the Master Lease (the "Existing Adverse Environmental Conditions"). Such Existing Adverse Environmental Conditions predate the effective date of this sublease and are more specifically identified in the Phase I Environmental Site Assessment for Lake Ellenor UCF South Campus dated June 7, 2017, prepared by ep³, inc. and on file with SUBLESSEE's Division of Risk Management.
2. SUBLESSOR shall be solely responsible for any Adverse Environmental Condition, including but not limited to the Existing Adverse Environmental Conditions, affecting the subleased premises that exists on the Effective Date of this sublease. Further, SUBLESSOR shall be solely responsible for any new or changed Adverse Environmental Condition adversely affecting the subleased premises during the term of this sublease, when such condition is caused by the Existing Adverse Environmental Conditions present on the adjacent premises subject to the Master Lease by means of release, migration, leaking, leaching, spilling, dumping, disposing, or otherwise.
3. To the limited extent permitted by Florida law, SUBLESSOR agrees and shall agree to thenceforth indemnify, defend (with counsel acceptable to SUBLESSEE), and save and hold harmless SUBLESSEE against and from, and to reimburse SUBLESSEE with respect to, any and all claims, judgments, liabilities, damages, loss, obligations, and costs and expenses (including, without limitation, reasonable paralegal and attorneys' fees and court costs, whether in court, out of court, prior to or on appeal, in bankruptcy or administrative proceedings), penalties, or fines, incurred by or asserted against SUBLESSEE by reason or arising out of the Existing Adverse Environmental Conditions and/or any other Adverse Environmental Condition on (i) the subleased premises and (ii) the adjacent premises subject to the Master Lease existing on the Effective Date of this sublease, including without limitation:
 - a. Any loss, cost, expense, claim or liability arising out of any investigation, monitoring, cleanup, containment, removal, storage, or restoration work required or incurred by SUBLESSEE or any entity or person in a reasonable belief that such work is required by any Environmental Law; and
 - b. Any claims of third parties for loss, injury, expense, or damage arising out of the Handling of hazardous substances on, under, in, above, to or from (i) the subleased premises and/or (ii) the adjacent premises subject to the Master Lease.
4. To the limited extent permitted by Florida law, SUBLESSEE agrees and shall agree to thenceforth indemnify, defend (with counsel acceptable to SUBLESSOR), and save and hold harmless SUBLESSOR against and from, and to reimburse SUBLESSOR with respect to, any and all claims, judgments, liabilities, damages, loss, obligations, and costs and expenses (including, without limitation, reasonable paralegal and attorneys' fees and court costs, whether in court, out of court, prior to or on appeal, in bankruptcy or administrative proceedings), penalties, or fines, incurred by or asserted against SUBLESSOR by reason or arising out of any Adverse Environmental Condition on (i) the subleased premises and/or (ii) the adjacent premises subject to the Master Lease resulting from or relating to the activities or operations of SUBLESSEE on the subleased premises occurring on or subsequent to the Effective Date, including without limitation:

- a. Any loss, cost, expense, claim or liability arising out of any investigation, monitoring, cleanup, containment, removal, storage, or restoration work required or incurred by SUBLESSOR or any entity or person in a reasonable belief that such work is required by any Environmental Law; and
 - b. Any claims of third parties for loss, injury, expense, or damage arising out of the Handling of hazardous substances on, under, in, above, to or from (i) the subleased premises and/or (ii) the adjacent premises subject to the Master Lease.
5. As used in this Exhibit "C," the following terms shall have the following meanings:
- a. "*Adverse Environmental Condition*" shall mean any non-compliance with any Environmental Law.
 - b. "*Environmental Law*" shall mean the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 801 et seq., the Toxic Substances Control Act, 15 U.S.C. 300f through 300j-26, as such Acts have been or are hereafter amended from time to time; any so called superfund or superlien law; and any and all federal, state, and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, or other governmental restrictions relating to the protection of the environment or human health, welfare, or safety, or to the emission, discharge, seepage, release, or threatened release of hazardous substances into the environment including, without limitation, into ambient air, surface water, ground water, or land, or restrictions otherwise relating to the Handling of such hazardous substances as now or any time hereafter in effect.
 - c. "*Handling*" shall mean use, treatment, storage, manufacture, processing, distribution, transport, placement, discharge, generation, production, or disposal.

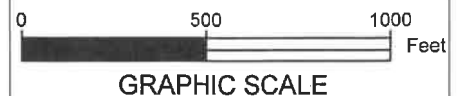
SECTION 27, TOWNSHIP 23 SOUTH, RANGE 29 EAST

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY



LEGEND:

- LANDS DESCRIBED IN ORB 1372 PG 313
- 75' DRAINAGE AND UTILITY EASEMENT O.R.B. 2654, PG. 556
- 75' DRAINAGE AND UTILITY EASEMENT O.R.B. 1372 PG 313



UCF BOARD OF TRUSTEES
Agenda Item Summary
February 18, 2021

Title: Direct Support Organizations' 2020-21 Amended Budgets

☐ **Information**

☐ **Information for upcoming action**

☒ **Action**

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

In keeping with UCF's Presidential goals to improve internal communications methods and channels to provide timely, relevant and transparent information to faculty and staff, this item is provided to the trustees for approval.

Background Information:

Annual DSO budgets were approved by the DSO board of directors in the spring and then by the university board of trustees in its June 18, 2020 meeting. Those budgets reflected assumptions related to the impact of the global coronavirus pandemic. Amended budgets for the Athletics Association, Stadium Corporation, and Convocation Corporation are now being submitted to reflect certain events and actions that were not anticipated when the approved budgets were developed in the spring. The FY 2021 amended budgets have been approved by the DSO boards and are now being presented for approval by the University's Board of Trustees.

Additionally, UCF Academic Health is submitting an amended budget that reflects an accounting change and revision to the schedule of mortgage payments for the Lake Nona Cancer Center.

Issues to be Considered:

UCF Athletics Association and UCF Stadium Corporation

The annual budget developed and approved in May assumed that 7 home games would be played and that spectators would be allowed to attend. The football schedule was subsequently finalized to include only 4 home games with reduced spectator capacity. Season ticket holders were offered several options that allowed them to convert the value of their 2020 football season tickets into any combination of: fewer tickets for the 2020 football season, a credit toward 2021 football season tickets, a contribution to the Athletics Association's Charge On Fund, and/or a cash refund. The budget is being amended to reflect current projections based on known changes in these key assumptions.

The \$5.3 million decrease in Athletic events, including premium seating is comprised of a \$3.4 million reduction in ticket sales revenue for the Athletics Association and a \$1.9 million reduction in premium seating revenue for the Stadium Corporation.

The \$2.2 million decrease in budgeted transfers of excess pledged revenues from the Stadium Corporation to Athletics Association is related to the aforementioned \$1.9 million reduction of premium seating revenue plus a \$0.3 million reduction in estimated concessions revenue for the Stadium Corporation. The Stadium Corporation's budget was also amended to include \$1.4 million of rust and remediation repairs that are being funded by settlement proceeds received in the prior year. The amended budget continues to support the

expectation that pledged revenues will be sufficient to cover the Corporation's remaining annual debt service payments when they come due.

The reduced facility capacities for athletics events are contributing to other projected revenue losses as well as new expenses for the Association; expenses for COVID-19 testing, additional sanitation of facilities, and travel protocols have all increased. In addition to the reduced projected revenues and new expenses, there are related cash flow challenges resulting from the economic impact of the pandemic and the timing of Conference and NCAA payments during the year. The amended budget reflects the deferment of the \$1 million loan payment to the university as approved by the Board of Trustees on December 17, 2020. A \$4 million, 18-month loan from the UCF Foundation will also be used to support projected cash shortfalls and to provide a cushion to assist with cashflow timing issues. This loan matures in June 2022. The Association is continuing to explore financing options to support an additional \$2.5 million of operating cash needs through July 2022. If a plan is not in place by the issuance of the Association's financial statements for the year ended June 30, 2020, then the external auditors will likely issue a going concern opinion.

UCF Convocation Corporation

The Convocation Corporation operates four student residence halls (Towers Knights Plaza), the convocation center (Addition Financial Arena and The Venue), surrounding retail space (Knights Plaza), and adjacent parking. The operation of these facilities fund the debt service obligations related to the housing and arena bonds.

Housing

- Increase to apartment rental revenue to reflect fall occupancy at 86% based on the university's return to the campus plan which permitted the reopening of campus housing at a reduced capacity for the fall semester instead of remaining closed through October as originally anticipated. Budget assumes 93% occupancy for spring and 85% for summer.
- The removal of university support of \$700,000, which was already included in the forgone spring and summer revenues provided by the university in June to perform under the housing management agreement.
- Estimated expense savings and efficiencies due to the restructuring of operations resulting from the management agreement approved by the board in its June 22, 2020 meeting. Due to the transition of employees, salary expense previously included in housing operations has been reallocated between housing administration expense and maintenance and custodial expense in both housing and arena operations.

Retail

- Reduction to arena rental and housing retail income to account for potential rent deferment/waiver and/or rental rate reduction while the campus has been depopulated from April to August. This recommendation was taken to the University Finance and Facilities Committee for approval in November but was not approved and is considered pending upon further due diligence.
- Reduction of retail expenses to account for management transition savings.

Arena

- Reduction in revenue and expense due to no first quarter arena events to comply with the university's return to campus plan and to minimize the spread of the global coronavirus pandemic. Budget assumes a full high school commencement schedule in the spring.

- The removal of university support of \$1,350,000 which was already included in the forgone spring and summer revenues provided by the university in June to perform under the housing management agreement.

UCF Academic Health, Inc.

UCF Academic Health, Inc. manages the external tenant space in the Lake Nona Cancer Center. Two events impacted their budget for the current fiscal year.

- Facility expenses decreased due to the accrual of future mortgage payments in the prior fiscal year. This change in accounting was approved by the Corporation's external auditors and resulted in the elimination of the FY20 projected surplus that was anticipated when the FY21 budget was developed in the spring.
- The first mortgage payment was deferred from December 2020 to July 2021. This changed the allocation of Facility Expense between periods and building operations, reducing the overall Facility Expense.

Recommended Action:

Approve the amended budgets.

Alternatives to Decision:

Do not approve the amended budget or approve with revisions.

Fiscal Impact and Source of Funding:

N/A

Authority for Board of Trustees Action:

- UCF Regulation 4.034
- FS 1004.28 (7)
- (6)(c) of the revised Delegation of Authority to the President: Recommend for Board of Trustees' approval annual operating and capital budgets for Affiliated Organizations

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Gerald Hector, Senior Vice President for Administration and Finance

Supporting Documentation:

Attachment A: UCF Athletics Association and Stadium Corporation

Attachment B: UCF Convocation Corporation

Attachment C: UCF Academic Health

Facilitators/Presenters:

Gerald Hector, Senior Vice President for Administration and Finance

Christina Tant, Assistant Vice President for DSO Accounting and Reporting

Attachment A

UCF Stadium Corporation and UCF Athletics Association Amended Annual Budget Fiscal 2020-21

	UCF Athletics Association			UCF Stadium Corporation			COMBINED			
	2019-20 ACTUALS	2020-21 APPROVED BUDGET	2020-21 AMENDED BUDGET	2019-20 ACTUALS	2020-21 APPROVED BUDGET	2020-21 AMENDED BUDGET	2019-20 ACTUALS	2020-21 APPROVED BUDGET	2020-21 AMENDED BUDGET	BUDGET INCREASE (DECREASE)
Revenues										
Athletics events, including premium seating	\$ 11,100,328	\$ 15,695,382	\$ 12,247,473	\$ 2,587,946	\$ 2,768,000	\$ 882,540	\$ 13,688,274	\$ 18,463,382	\$ 13,130,013	\$ (5,333,369)
University allocations	33,691,829	34,464,900	34,804,880	-	-	-	33,691,829	34,464,900	34,804,880	339,980
Sponsorship	8,940,558	9,025,000	6,325,000	760,625	815,709	479,980	9,701,183	9,840,709	6,804,980	(3,035,729)
Contributions	6,354,522	7,886,365	3,831,365	143,300	390,000	390,000	6,497,822	8,276,365	4,221,365	(4,055,000)
Other	528,788	394,600	228,600	-	-	-	528,788	394,600	228,600	(166,000)
Total revenues	60,616,025	67,466,247	57,437,318	3,491,871	3,973,709	1,752,520	64,107,896	71,439,956	59,189,838	(12,250,118)
Expenses										
Scholarships	10,107,504	10,264,915	10,264,915	-	-	-	10,107,504	10,264,915	10,264,915	-
Employee compensation	25,610,326	26,992,700	26,201,653	-	-	-	25,610,326	26,992,700	26,201,653	(791,047)
Sport Operations	8,509,406	8,505,093	6,275,481	-	-	-	8,509,406	8,505,093	6,275,481	(2,229,612)
Support Operations	12,135,540	11,443,847	10,548,118	-	-	-	12,135,540	11,443,847	10,548,118	(895,729)
Other	3,039,714	2,396,600	3,671,100	319,601	300,000	1,672,128	3,359,315	2,696,600	5,343,228	2,646,628
Total operating expenses	59,402,490	59,603,155	56,961,267	319,601	300,000	1,672,128	59,722,091	59,903,155	58,633,395	(1,269,760)
Net increase (decrease) from total operations	1,213,535	7,863,092	476,051	3,172,270	3,673,709	80,392	4,385,805	11,536,801	556,443	(10,980,358)
Non-operating revenues (expenses)										
Net transfers to Stadium Corp/ from UCFAA	710,898	115,104	(2,106,086)	39,102	(115,104)	2,106,086	750,000	-	-	-
Interest income	-	-	-	121,287	65,000	65,000	121,287	65,000	65,000	-
Interest expense	(488,915)	(558,440)	(435,940)	(1,762,888)	(1,683,606)	(1,683,606)	(2,251,803)	(2,242,046)	(2,119,546)	122,500
Capital project donations - Athletics	1,266,649	656,005	1,600,000	-	-	-	1,266,649	656,005	1,600,000	943,995
Restricted accounts revenue	1,615,579	1,058,512	600,000	-	-	-	1,615,579	1,058,512	600,000	(458,512)
Restricted accounts outlay	(969,387)	(1,009,512)	(100,000)	-	-	-	(969,387)	(1,009,512)	(100,000)	909,512
Capital projects outlay	(590,662)	(715,928)	(1,537,209)	-	-	-	(590,662)	(715,928)	(1,537,209)	(821,281)
Settlement Proceeds	-	-	-	1,400,000	-	-	1,400,000	-	-	-
Total non-operating revenues (expenses)	1,544,162	(454,259)	(1,979,235)	(202,499)	(1,733,710)	487,480	1,341,663	(2,187,969)	(1,491,755)	696,214
Net increase (decrease) in net position	\$ 2,757,697	\$ 7,408,833	\$ (1,503,184)	\$ 2,969,771	\$ 1,939,999	\$ 567,872	\$ 5,727,468	\$ 9,348,832	\$ (935,312)	\$ (10,284,144)
Debt Service										
Principal	\$ 894,594	\$ 2,276,000	\$ 1,451,000	\$ 1,863,000	\$ 1,940,000	\$ 1,940,000	\$ 2,757,594	\$ 4,216,000	\$ 3,391,000	\$ (825,000)
Interest	488,915	558,440	435,940	1,762,888	1,683,606	1,683,606	2,251,803	2,242,046	2,119,546	(122,500)
Total Debt Service	\$ 1,383,509	\$ 2,834,440	\$ 1,886,940	\$ 3,625,888	\$ 3,623,606	\$ 3,623,606	\$ 5,009,397	\$ 6,458,046	\$ 5,510,546	\$ (947,500)

**UCF Convocation Corporation
Annual Budget
2020-2021**

	2019-2020 Actuals	2020-2021 Approved Budget	2020-2021 Amended Budget	Increase/ (Decrease)
Housing Operations				
Revenues				
Apartment rentals	\$ 14,526,117	\$ 13,826,029	\$ 15,386,991	\$ 1,560,962
Housing Subsidy from UCF	5,547,481	-	-	-
Parking	1,036,388	1,036,388	1,036,388	-
University support	-	700,000	-	(700,000)
Other	501,866	58,125	58,125	-
Total revenues	<u>21,611,852</u>	<u>15,620,542</u>	<u>16,481,504</u>	<u>860,962</u>
Expenses				
Operating	6,091,265	5,090,505	4,497,782	(592,723)
R&R expenses	265,818	785,290	785,290	-
Total expenses	<u>6,357,083</u>	<u>5,875,795</u>	<u>5,283,072</u>	<u>(592,723)</u>
Net increase from housing operations	<u>15,254,769</u>	<u>9,744,747</u>	<u>11,198,432</u>	<u>1,453,685</u>
Retail Operations				
Total revenues	1,942,720	1,747,508	1,507,037	(240,471)
Total expenses	445,186	391,725	333,126	(58,599)
Net increase from retail operations	<u>1,497,534</u>	<u>1,355,783</u>	<u>1,173,911</u>	<u>(181,872)</u>
Arena Operations				
Revenues				
Event related	4,334,107	3,815,557	1,473,464	(2,342,093)
Premium seating and sponsorship	1,170,569	1,304,300	813,750	(490,550)
Rental Income	2,735,000	2,735,000	2,735,000	-
University support	-	1,350,000	-	(1,350,000)
Other	182,930	113,421	88,917	(24,504)
Total revenues	<u>8,422,606</u>	<u>9,318,278</u>	<u>5,111,131</u>	<u>(4,207,147)</u>
Expenses				
Direct Event	3,284,086	2,976,764	1,042,343	(1,934,421)
Operating and indirect event	3,620,464	3,940,138	3,666,029	(274,110)
Direct premium seating	213,666	310,210	181,500	(128,710)
R&R expenses	744,700	288,362	288,362	-
Transfer to UCF	-	-	-	-
Total expenses	<u>7,862,916</u>	<u>7,515,474</u>	<u>5,178,234</u>	<u>(2,337,241)</u>
Net increase (decrease) from arena operations	<u>559,690</u>	<u>1,802,804</u>	<u>(67,103)</u>	<u>(1,869,907)</u>
Net increase from total operations	<u>\$ 17,311,993</u>	<u>\$ 12,903,334</u>	<u>\$ 12,305,240</u>	<u>\$ (598,095)</u>
Debt Service				
Principal payments	\$ 7,755,000	\$ 8,025,000	\$ 8,025,000	
Interest payments	6,296,846	6,042,140	6,042,140	
Total Debt Service	<u>\$ 14,051,846</u>	<u>\$ 14,067,140</u>	<u>\$ 14,067,140</u>	

**UCF Academic Health, Inc.
Annual Budget
2020-2021**

	2019-2020 Actuals	2020-2021 Approved Budget	2020-2021 Amended Budget	Increase/ (Decrease)
Revenues				
Real Estate (Rent Income and CAM) ¹	\$ 281,266	\$ 1,164,779	\$ 1,188,310	\$ 23,531
Other	-	-	-	-
Total revenues	<u>281,266</u>	<u>1,164,779</u>	<u>1,188,310</u>	<u>23,531</u>
Expenses				
Facility Expense ²	265,026	1,229,735	1,092,409	(137,326)
Professional Services	9,075	15,000	15,000	-
Information Technology	7,000	7,210	7,210	-
Other Operating Expense	165	90,537	73,691	(16,846)
Total expenses	<u>281,266</u>	<u>1,342,482</u>	<u>1,188,310</u>	<u>(154,172)</u>
Net increase (decrease) from total operations	<u>\$ -</u>	<u>\$ (177,703)</u>	<u>\$ -</u>	<u>\$ 177,703</u>

¹ Real Estate revenues increased over the prior year due to the beginning of long term lease arrangements in the Lake Nona Cancer Center.

² Facility Expense represents accrued rent to UCF to support mortgage and building operating expenses. The increase is consistent with the increase in Real Estate revenue.

UCF BOARD OF TRUSTEES
Agenda Item Summary
 Finance and Facilities Committee
 February 18, 2021

Title: Parking and Housing Fiscal Year 2021-22 Auxiliary Facilities Operating Budgets

☐ Information ☐ Information for upcoming action ☒ Action

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

Budget requests were developed using requests from the individual departments and a review of expected revenue, expenditures, and fund balances for each area, along with a comparison to projected and actual amounts from the prior year. Fiscal year 2020-21 estimates were prepared using updated assumptions and estimates based on information available through December 31, 2020. Detailed account variance notes are included on each attachment for reference.

Repair and replacement reserve requirements indicate that a balance totaling 30% of pledged revenues must be maintained. In our determination, repair and replacement reserve transfers are needed for each facility for the following amounts:

Parking:

Parking Transfer to Repair & Replacement Reserve	Estimate FY 2020-21	Projected FY 2021-22
Operating revenue	19,192,831	21,170,000
30% reserve requirement	5,757,849	6,351,000
Estimated R&R balance at the end of prior year	6,883,307	6,883,307
Additional reserve transfer needed	-	-

Housing:

Housing Transfer to Repair & Replacement Reserve	Estimate FY 2020-21	Projected FY 2021-22
Operating revenue	22,508,110	28,799,720
30% reserve requirement	6,752,433	8,639,916
Estimated R&R balance at the end of prior year	8,588,893	8,588,893
Additional transfer necessary	-	51,023

Background Information:

Certain outstanding state university system bond issues for auxiliary facilities have covenants that state: "The Board of Governors shall annually, at least ninety (90) days preceding the beginning of each fiscal year, prepare a detailed budget providing reasonable estimates of the estimated current revenues and expenses of the university during the succeeding fiscal year and setting forth the amount to be deposited in the Maintenance and Equipment Reserve Fund. The budget shall be adopted by the Board of Governors and shall not be changed during the fiscal year except by the same procedure by which it was adopted."

In order to satisfy bond covenant requirements specified above, it is necessary to develop and submit, in advance of the annual submission of institutional budgets in August, operating budget detail approved by the University Board of Trustees for auxiliary facilities with such bond covenants.

Recommended Action:

Approve the fiscal year 2021-22 Parking and Housing Auxiliary Facilities Operating Budgets.

Alternatives to Decision:

Modify or change proposed budgets for fiscal year 2021-22.

Fiscal Impact and Source of Funding:

Existing cash and revenues from the Parking and Housing auxiliary facilities.

Authority for Board of Trustees Action:

Per the Board of Governors amended regulation 9.008 *University Auxiliary Facilities with Outstanding Revenue Bonds*, the operating budget for these facilities is required to be approved by the university's Board of Trustees prior to its submission to the Board of Governors in February.

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Gerald Hector, Senior Vice President for Administration and Finance

Supporting Documentation:

Attachment A: 2021-22 Proposed Auxiliary Facilities Operating Budgets- Parking Services

Attachment B: 2021-22 Proposed Auxiliary Facilities Operating Budgets- Housing Operations.

Facilitators/Presenters:

Gerald Hector, Senior Vice President for Administration and Finance

Bert Francis, Assistant Vice President for Debt Management

Attachment A

University of Central Florida 2021-22 Proposed Auxiliary Facilities Operating Budget Parking

	2020-21 Estimate	2021-22 Proposed Budget	Variance Favorable (Unfavorable)
Beginning Operating Cash	\$ 11,652,151	\$ 12,603,726	\$ 951,575
Operating Revenue			
Student Fees - Transportation	14,869,109	14,870,000	891
Decal Sales ¹	3,477,013	4,975,000	1,497,987
Meters and Daily Permits	254,787	325,000	70,213
Fines and Citations ²	502,909	900,000	397,091
Other Revenue	89,013	100,000	10,987
Total Operating Revenue	19,192,831	21,170,000	1,977,169
Operating Expenditures			
Salaries and Benefits	1,764,383	1,919,000	(154,617)
Other Personal Services	596,247	600,000	(3,753)
Repairs and Maintenance	739,606	725,000	14,606
Utilities	323,336	335,000	(11,664)
Operating Expense ³	9,806,809	12,144,000	(2,337,191)
Auxiliary Overhead	1,264,927	1,201,000	63,927
Operating Capital Outlay	-	55,000	(55,000)
Total Operating Expenditures	14,495,308	16,979,000	(2,483,692)
Net Increase (Decrease) from Operations	4,697,523	4,191,000	(506,523)
Debt Service	2,878,000	2,878,600	(600)
Nonoperating Revenue (Expenses)			
Transfer To - Construction ⁴	(867,948)	(498,000)	369,948
Interest and Investment Earnings ⁵	474,946	480,000	5,054
Interest and Investment Tsfr to Central ⁵	(474,946)	(480,000)	(5,054)
Replacement Reserve ⁶	-	-	-
Total Nonoperating Revenue (Expenses)	(867,948)	(498,000)	369,948
Total Ending Net Income (Loss)	951,575	814,400	(137,175)
Ending Operating Cash	\$ 12,603,726	\$ 13,418,126	\$ 814,400
Beginning Replacement Reserves	\$ 6,883,307	\$ 6,883,307	\$ -
Plus: Transfers In	-	-	-
Less: Transfers Out	-	-	-
Ending replacement reserves	\$ 6,883,307	\$ 6,883,307	\$ -

¹ Permit sales for fiscal year 2020-21 are unusually low due to the extension of annual permits through December 2020 that were previously set to expire in August 2020. Permit renewals expected in January 2021 will be sold using a pro-rated cost through summer 2021. The fiscal year 2021-22 budget assumes pre-COVID levels with a 20% reduction for reduced on-campus population and traffic.

² Fines and citations for fiscal year 2020-21 are unusually low due to decreased campus population during COVID. The fiscal year 2021-22 budget assumes pre-COVID levels with a 20% reduction for reduced on-campus population and traffic.

³ Operating expense estimates for fiscal year 2020-21 includes a \$1.2m reduction due to reduced shuttle routes and hours in the first part of the year due to the depopulation of campus. The fiscal year 2021-22 budget assumes shuttle routes and hours will return to pre-COVID levels. In addition, a 5% budget reserve of \$1m has been incorporated in fiscal year 2021-22 for unexpected needs.

⁴ Construction for fiscal year 2020-21 consists of an office buildout in the Downtown parking garage. Construction for fiscal year 2021-22 consists of an LED parking lot light project, an ADA engineering study, and major garage and lot maintenance projects.

⁵ Investment earnings are transferred back to the university to fund other initiatives.

⁶ Funds equal to 30% of gross operating revenue must be maintained in R&R reserves. Currently the projected R&R reserves exceed this requirement and no transfers are anticipated.

University of Central Florida
2021-22 Proposed Auxiliary Facilities Operating Budget
UCF Owned Housing¹

	2020-21 Estimate	2021-22 Proposed Budget	Variance Favorable (Unfavorable)
Beginning Operating Cash	\$ 8,986,327	\$ 4,371,186	\$ (4,615,141)
Operating Revenue			
Rental Revenue ²			
Fall	9,723,710	12,117,860	2,394,150
Spring	10,950,000	12,117,860	1,167,860
Summer	700,000	2,252,000	1,552,000
Other Income ³	1,134,400	2,312,000	1,177,600
Total Operating Revenue	22,508,110	28,799,720	6,291,610
Operating Expenditures			
Salaries and Benefits ⁴	7,128,559	7,076,000	52,559
Other Personal Services (OPS) ⁵	1,431,617	1,208,000	223,617
Repairs and Maintenance	1,473,650	1,368,000	105,650
Utilities	3,113,886	3,300,000	(186,114)
Operating Expense ⁶	1,406,350	1,700,000	(293,650)
Auxiliary Overhead	2,191,939	2,135,000	56,939
Operating Capital Outlay	-	102,000	(102,000)
Total Operating Expenditures	16,746,001	16,889,000	(142,999)
Net Increase (Decrease) from Operations	5,762,109	11,910,720	6,148,611
Debt Service⁷	8,337,250	7,129,650	1,207,600
Nonoperating Revenue (Expenses)			
Transfers To - SDES and UCFIT	(1,300,000)	(1,300,000)	-
Transfers To - Construction ⁸	(740,000)	(2,775,000)	(2,035,000)
Interest and Investment Earnings ⁹	316,308	321,000	4,692
Interest and Investment Tsfr to Central ⁹	(316,308)	(321,000)	(4,692)
Replacement Reserve ¹⁰	-	(51,023)	(51,023)
Total Nonoperating Revenue (Expenses)	(2,040,000)	(4,126,023)	(2,086,023)
Net Ending Net Income (Loss)	(4,615,141)	655,047	5,270,188
Ending Operating Cash	\$ 4,371,186	\$ 5,026,233	\$ 655,047
Beginning Replacement Reserves	\$ 8,588,893	\$ 8,588,893	\$ -
Plus: Transfers In	-	51,023	51,023
Less: Transfers Out	-	-	-
Ending Replacement reserves	\$ 8,588,893	\$ 8,639,916	\$ 51,023

¹ UCF Owned facilities include 4,608 beds in Apollo, Libra, Nike, Hercules, Neptune, and Lake Claire communities, along with 4 Greek homes.

² Rental income increase is based on 94% fall and spring occupancy projections for fiscal year 2022. A conservative approach regarding occupancy projections is based on information from other SUS Public Institutions at the time of budget submission. Rental Income for the Summer of FY 2021 is based on historical Summer occupancy levels, but due to the timing of Summer billings and collections only \$700K is expected to be received through June 30, 2021 on a cash basis.

³ Other income is projected to increase in fiscal year 2021-22 based on conference activities returning to pre-COVID levels.

⁴ Salaries and Benefit estimates for fiscal year 2020-21 are \$1,610,381 lower than the approved budget of \$8,686,381. This is related to cost savings measures associated with not filling 25 vacant positions in DHRL and shifting of seven positions from DHRL payroll to SDES payroll. For fiscal year 2021-22, \$1,102,428 in savings are due to reduced UCF FO staffing associated with ending weekly room cleaning services. The cleaning of common area spaces and a deep cleaning at the end of each semester will continue. This reduction in salaries and benefits is being partially offset by the filling of DHRL vacant line positions totaling \$1,049,869.

⁵ Other Personnel Expenses estimates for fiscal year 2020-21 are \$289,846 lower than the approved budget of \$1,721,463. Further reductions of \$223,617 are included in the fiscal year 2021-22. The total cost reduction of \$513,463 in Other Personnel expenses from the approved 2020-2021 fiscal year budget is due to the elimination of the Residence Hall Auxiliary Patrol (RHAP) program (\$417,000) and elimination of other DHRL OPS positions (\$96,463). The RHAP duties are being filled by Resident Assistants. These OPS positions will no longer be necessary as vacant line positions are filled.

⁶ Operating Expense estimates for fiscal year 2020-21 include cost savings of \$556,000 by eliminating cable television service and reducing marketing print materials by \$58,000. An additional \$100,000 in FO custodial maintenance supplies savings is expected for fiscal year 2021-2022, due to reduced cleaning. A net increase of \$293,650 is expected due to residence halls being at near full occupancy.

⁷ Debt service is scheduled to decrease in accordance with the amortization schedule for the Series 2018A bonds.

⁸ A detailed list of proposed construction transfers is listed in the table below:

Housing Transfers - Construction Transfers		
	2020-21 Estimate	2021-22 Proposed Budget
Replacement of Fire Alarm - Academic Village 103	225,000	
Replacement of Fire Alarm - Academic Village 111/112	300,000	
Replacement of Fire Alarm - Volusia Hall	215,000	
Replacement of Fire Alarm - Academic Village 102		225,000
Replacement of Fire Alarm - Academic Village 104-105		300,000
Replacement of Fire Alarm - Lake Hall		240,000
Replace HVAC telecom units - Lake Claire		45,000
Fresh Air Introduction Project - Seminole Hall		375,000
Replacement of Brevard, Orange, and Seminole Stairwells		600,000
Renovation of showers in Hercules Community		440,000
Emergency Mass Notification System		50,000
Replace chill water HVAC units- Hercules Communities		500,000
Total Construction Transfers	\$ 740,000	\$ 2,775,000

⁹ Investment earnings are transferred back to the university to fund other initiatives.

¹⁰ Funds equal to 30% of gross operating revenue must be maintained in R&R reserves. Based on revenue projections for fiscal year 2021-22 we anticipate a transfer of \$51,023 will be required.

UCF BOARD OF TRUSTEES

Agenda Item Summary

February 18, 2021

Title: Revisions to Resolution on Presidential Authority

☐ Information☐ Information for upcoming action☒ Action**Meeting Date for Upcoming Action:** _____**Purpose and Issues to be Considered:**

At the November Governance Committee meeting, the Committee discussed proposed revisions to the Resolution on Presidential Authority in response to concerns expressed during the October presentation of the Resolution. During the November discussion, continued concerns were noted about the use of the ‘affiliated organizations’ terminology in the context of the Resolution criteria for bringing specific items to the Board for approval. Chair Yeargin suggested tabling the item to reconsider the proposed revisions.

The proposed changes will address and resolve these issues in a manner which will thoroughly address the issues across the Resolution and still balance the need for the university to operate efficiently with appropriate Board oversight. The proposed revisions include: (a) a change from “affiliated organizations” to “related entities” which requires updates throughout the Resolution; (b) modifying section (4)(a) under Financial Management to detail those agreements that must come to the Board versus those that will be approved by the President or his delegee; (c) modifying sections (5)(e) and (5)(f) under Property and Purchasing to create similar detail as to which real property agreements (leases and licenses) must come to the Board versus those that will be approved by the President or his delegee; (d) updating Section (4)(g) under Financial Management to provide more detail regarding SGA internal procedures that will be subject to approval; (e) modifying section (4)(m) under Financial Management to address Board’s role with regard to debt as to either the University or its Related Entities; (f) modifying section (6)(h) under Miscellaneous Powers and Duties to delineate those insured claims, lawsuits, and related actions that do not require consultation with the Board Chair because the issues are under claims management with the appropriate insurance or self-insurance; and (g) other minor modifications throughout to correct typographical errors or to clarify applicability of terms.

Background Information:

The Resolution on Presidential Authority was approved by the Board of Trustees at the October 22, 2020 meeting. This resolution replaced the prior Delegation of Authority to the President Board Policy. It is based on the Board of Governors Delegation Best Practices and Principles and was developed by an internal working group and reviewed by President Cartwright and Chair Seay.

Recommended Action:

Approve the proposed changes to the Resolution on Presidential Authority.

Alternatives to Decision:

Suggest alternative changes to the Resolution on Presidential Authority.

Fiscal Impact and Source of Funding:

N/A

Authority for Board of Trustees Action:

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Youndy Cook, Interim Vice President and General Counsel

Supporting Documentation:

Attachment A: Resolution on Presidential Authority (redline)

Attachment B: Resolution on Presidential Authority (clean copy)

Facilitators/Presenters:

Youndy Cook

Resolution on Presidential Authority

WHEREAS, Article IX, section 7, Florida Constitution provides that the Board of Governors shall establish the powers and duties of the university board of trustees as set forth therein and as may be established in Board of Governors' regulations, and

WHEREAS, Board of Governors Regulation 1.001, University Boards of Trustees Powers and Duties, delegates powers and duties to the university boards of trustees so that the university boards have all of the powers and duties necessary and appropriate for the direction, operation, management, and accountability of each state university, and

WHEREAS, Board of Governors Regulation 1.001, University Boards of Trustees Powers and Duties, further provides that the university president shall serve as the chief executive officer and corporate secretary of the board of trustees and is responsible to the board of trustees for all operations of the university and for setting the agenda for meetings of the board of trustees in consultation with the chair, and

WHEREAS, the University of Central Florida Board of Trustees has revised and updated its delegation of certain authorities to the President, consistent with state law, regulations and policies of the Board of Governors, and regulations and policies of this Board, and hereby rescinds all previously delegated powers and duties to the President on October 26, 2017, January 24, 2019 and May 16, 2019 and intends this Resolution to supersede and replace the previously approved delegations of presidential authority, and

WHEREAS, the University of Central Florida Board of Trustees intends that any power or duty not delegated to the President in this Resolution be reserved in the Board of Trustees.

NOW THEREFORE, RESOLVED that:

(A) The University of Central Florida Board of Trustees, adopts this Resolution effective October 1, 2020, rescinding all existing delegations previously adopted by the Board, and

(B) The University President's powers and duties specified in Florida law, regulations and policies of the Board of Governors, and in the Board of Trustees regulations and bylaws are hereby affirmed; and

(C) The President is hereby authorized, in the name of the University Board of Trustees and the University, to exercise the following authorities and to take the following actions, all as the President deems appropriate, advisable, and in the interests of the University:

(1) University Administration and Oversight.

(a) Direct the day-to-day operations of the University.

(b) Organize the University to efficiently and effectively achieve its goals, and periodically review and provide reports to the Board of Trustees on University operations in order to determine how effectively and efficiently it is being administered and whether are-it is meeting the goals of the

strategic plan adopted by the Board of Governors and other strategic goals for the advancement of the University as endorsed by the Board of Trustees.

(c) Prepare a strategic plan in alignment with the Board of Governors' systemwide strategic plan and regulations, and the University's mission, to first be submitted to the Board of Trustees for approval and then to the Board of Governors for approval.

(d) Prepare an annual accountability plan and all other significant reports for consideration and approval by the Board of Trustees, and for submission to the Board of Governors, outlining the University's top priorities, strategic directions, and specific actions for achieving the priorities, as well as progress toward previously approved institutional and systemwide goals.

(e) Prepare and periodically update a policy addressing conflicts of interest for the Board of Trustees, ~~boards of Related Entities~~~~Affiliated Organizations~~, and ~~their~~~~University and Affiliated Organization~~ employees, and when appropriate, for students, independent contractors, and volunteers.

(f) Maintain an effective information system to provide accurate, timely, and cost-effective information about the University, meeting all data and reporting requirements of the Board of Trustees and Board of Governors.

(g) Propose regulations for approval by the Board of Trustees, when appropriate; take routine administrative actions on behalf of the Board of Trustees prior to the exercise of the Board's authority for final approval, related to the development, adoption, amendment or repeal of University regulations, or any action required under the Florida Administrative Procedures Act, Chapter 120, Florida Statutes.

(h) Establish policies and procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.

(i) Secure comprehensive general liability insurance pursuant to sections 1001.706(4)(d) and 1004.24, Florida Statutes, and develop, approve, implement, and oversee the risk management program and implementation of an appropriate insurance strategy.

(j) Develop, approve, implement and oversee a systematic approach to identify, manage, and mitigate various types of risk, regardless of origin, and define the risk appetite for the University and ~~Related Entities~~~~Affiliated Organizations~~.

(k) Provide for payment of the cost of civil actions against trustees, officers, employees, or agents of the Board of Trustees, as the Board of Trustees is a corporation primarily acting as an instrumentality of the state pursuant to Section 768.28, Florida Statutes, for the purposes of sovereign immunity.

(l) Govern traffic on the grounds of the University and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.

(m) Develop and implement initiatives to promote inclusive excellence in all aspects of University programs and functions, fostering a diverse, equitable and inclusive environment in which free

expression of different viewpoints is valued. The President will report annually on the University's progress in implementing strategic initiatives and performance relating to diversity, equity and inclusion as they pertain to student enrollment, academic service and programs, equity in employment, and athletics, as a part of the Board's consideration of the Florida Equity Report.

(n) Establish the program for campus safety and emergency preparedness, including safety and security measures for University personnel, students, and campus visitors.

(o) Develop, approve, implement and oversee the programs, policies, procedures and systems to support and maintain the University's ~~and Affiliated and Related Entities~~ Organization's compliance with applicable federal, state, and local laws, rules, regulations, and other requirements.

(p) Consult with the Board of Trustees in a timely ~~matter-manner~~ on any matters appropriate to its policy-making and fiduciary functions, recommend changes to governance documents, and promptly notify the Board Chair of any facts or circumstances that may materially and adversely affect the reputation of the University or any of its Related Entities ~~Affiliated Organizations~~.

(q) Close all or portions of the University campus and cease normal operations and services in the event of an emergency, when, in the President's judgment, such action would protect the safety, health and welfare of the University faculty, students and staff, and the University facilities and grounds. In exercising this authority, the President is authorized to determine and assign those employees who are required to provide essential services. Closures for non-emergencies greater than three days require consultation with the Chair.

(r) Consult with the Chancellor of the State University System prior to recommending any acquisition, establishment, reclassification, relocation, or closure of additional campuses or special purpose centers to the Board of Trustees.

(s) Take all actions necessary or desirable, including serving as the signatory on all documents and agreements, necessary or desirable to carry out the powers and duties enumerated in this Resolution and those reasonably inferable therefrom.

(t) As appropriate and consistent with this Resolution, delegate and authorize the sub-delegation of powers and duties provided in this Resolution, electronically or in writing to an employee of the University who:

1. is a University Vice President with responsibility in an area relating to the subject matter of the delegation; or
2. is a manager with responsibility in an area relating to the subject matter of the delegation who reports directly to a position at or above the level of Vice President; or
3. holds a position at the University that is equivalent in seniority or responsibility to a Vice President or such manager, as determined by the President or Chief Human Resources Officer; or
4. is deemed by the President to have the appropriate capabilities,

provided that the delegation specified the date of the delegation, the name and title of the delegee, the particular authority or portion of authority being delegated, and a copy of the delegation is filed with the delegee and with the Vice President and General Counsel of the University.

(2) Academic Programs and Student Affairs.

(a) Propose regulations for Board of Trustees' approval, and establish policies, when appropriate, in the area of academic programs and student affairs as follows, and in such additional areas as from time to time may be designated by the Legislature, Board of Governors as requiring Board of Trustees' approval:

1. Authorization and discontinuance of degree programs;
2. Articulation and access;
3. Admission and enrollment of students;
4. Minimum academic performance standards for the award of a degree;
5. Student financial assistance;
6. Student activities and organizations;
7. Student records and reports;
8. Antihazing, related penalties, and program for enforcement;
9. Reasonable accommodation of religious observances;
10. Textbook and instructional materials affordability; and
11. Student code of conduct and related penalties.

The President is authorized to adopt and revise policies as required or deemed appropriate in the areas of academic and student affairs which are not specifically listed above.

(b) Develop, approve, and implement non-degree and non-college credit granting educational programs of the University.

(c) Award degrees and certificates or other evidence of satisfying the graduation criteria approved by the Board of Trustees for degree-granting programs or of satisfying the completion criteria approved by the President for non-degree granting programs; award posthumous and in memoriam degrees; initially approve and recommend to the Board of Trustees for its final approval all honorary degrees; develop, approve, implement and govern the administrative and academic terms, policies, procedures and systems for awarding such degrees and certificates.

(d) Develop, approve, and implement student exchange programs, including without limitation those that are ancillary to the degree, non-degree and non-college credit granting programs of the University.

(e) Establish the internal academic calendar of the University within any applicable general guidelines of the Board of Governors.

(f) Establish a committee, which shall include student representation, for the periodic evaluation of the student disciplinary system, in accordance with applicable law and regulation.

(g) Approve the internal purchasing, contracting, budgetary and other procedures of student government organizations.

(h) Establish, develop, approve, implement and govern the programs, terms, policies, procedures and systems for childcare facilities, including educational research centers for child development as authorized in s. 1011.48, Florida Statutes, for the purpose of providing childcare services for members of the University community as well as providing research and internship opportunities.

(i) Develop, approve, implement and govern the inter- and intra-collegiate athletics programs, policies, and procedures of the University, with periodic reports to the Board of Trustees on the operations of the program including, but not limited to, finances, audit and compliance, and changes in key personnel.

(j) Establish policies regulating the administration and operation of the Office of Research. The President, or designee, is authorized to negotiate, enter into, and execute research contracts; to solicit and accept research grants and donations; and to fix and collect fees, other payments, and donations that may accrue from these methods. The president or designee may negotiate, enter into, and execute contracts on a cost-reimbursement basis and may provide temporary financing of those costs prior to reimbursement from moneys on deposit in a sponsored research development fund, except as prohibited elsewhere by law. All purchases of a division of sponsored research will be made in accordance with the policies and procedures of the University and the purchasing regulations of the Board of Governors; however, upon certification addressed to the President that it is necessary for the efficient or expeditious prosecution of a research project, the President may exempt the purchase of material, supplies, equipment, or services for research purposes from the general purchasing requirement of the Florida Statutes.

(k) Recommend to the Board of Trustees for approval, the creation and termination of masters and undergraduate degree-granting programs subject to BOG final approval of limited access programs and undergraduate programs requiring more than 120 credits for graduation if and as required by law;

(l) Subject to final approval of the Board of Governors:

1. Recommend to the Board of Trustees the creation and termination of doctoral and professional graduate degree-granting programs of the University; and
2. If, and as required by law, recommend and seek final Legislative approval for the creation of new colleges, schools and functional equivalents offering a program leading to a degree that is a credential for a specific license issued under a state statute or constitution.

(3) Personnel.

(a) Establish and implement policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel, in accordance with regulations and policies of the Board of Trustees and Board of Governors. Pursuant to law and Board of Governors' regulation, the Board of Trustees will evaluate the President's performance annually against the strategic goals of the University, approve compensation of the President. Renewals of the President's employment contract is subject to confirmation by the Board of Governors and is limited to one-year terms.

(b) With the exception of the positions described in (3)(c), below, consult with the Chair of the Board of Trustees, or other trustee designee, regarding the hiring, dismissal, or any annual increase of more than five (5) percent in the compensation of any Vice President or other direct report to the President, and any athletics personnel earning over \$1 million in compensation. The President and Board Chair will annually review the positions covered by this provision.

(c) Secure approval of the Board of Trustees for the hiring, firing, or reduction in compensation of individuals serving in the positions of Vice President and General Counsel, Chief Compliance Officer, and Chief Audit Executive, which positions have a reporting relationship to the Board of Trustees in addition to reporting to the President.

(d) Approve travel in accordance with s. 112.061, Florida Statutes.

(e) Administer collective bargaining agreements and matters related thereto, including the appointment of University collective bargaining team members to negotiate collective bargaining agreements; recommend for Board of Trustees' approval actions to be taken on collective bargaining agreements under negotiation; and execute Board of Trustees' approved collective bargaining agreements.

(f) Employ private attorney services after consulting with the University's General Counsel.

(g) Recommend to the Board of Trustees the awarding of tenure.

(h) Consult with the Board Chair regarding employment contracts in excess of one year.

(4) Financial Management.

(a) Recommend for Board of Trustees' approval financial commitments, contractual obligations, contingent risks, or the assumption of liabilities of any kind of more than (i) \$25 million or (ii) greater than five (5) years in duration, and ~~or~~ an aggregate net value of greater than \$5 million dollars ~~or greater; and~~ options, renewals, extensions or amendments thereto which increase the approved liability in an amount greater than or equal to ten percent (10%) of the total approved value; except that the President may approve the following: other than: gift agreements; grants, research contracts, clinical trial terms required in gift agreements, gift agreements, and other agreements for research; sponsored training; clinical trials, patents, trademarks, and copyright licenses; and technology transfer agreements; and research compliance agreements. This authority applies to Related Entities-Affiliated Organizations.

(b) Keep the Board of Trustees apprised of the financial condition of the University and all Related Entities-Affiliated Organizations, subject to the oversight of the Board of Trustees.

(c) Prepare an institutional budget request, including a request for fixed capital outlay, for approval by the Board of Trustees.

(d) Recommend to the Board of Trustees a schedule of tuition and fees to be charged by the University pursuant to law and regulations established by the Board of Governors.

(e) Recommend to the Board of Trustees a regulation for the waiver for tuition and fees pursuant to law and regulations established by the Board of Governors.

(f) Prepare the operating budget of the University, carryforward spending plan, and a fixed capital outlay budget, if required, as prescribed by law, regulations of the Board of Governors, policies of the Board of Trustees, and provisions of the General Appropriations Act, for approval by the Board of Trustees, with the following requirements:

1. The proposed expenditures, plus transfers, and balances must not exceed the estimated income, transfers, and balances.
2. The budget and each part must balance.
3. If at any time the unencumbered balance in the education and general fund of the Board of Trustees approved operating budget goes below seven (7) percent, the President must provide written notification to the Board of Governors.
4. Any changes to the operating budget in an amount greater than the lower of \$5 million or .5 percent of the budget requires approval of the Board of Trustees.
5. Provide quarterly budget-to-actual reporting to the Board of Trustees' Finance and Facilities Committee and annual budget-to-actual analysis to the Board of Trustees.

(g) Enter into agreements for, and accept, credit card payments as compensation for goods, services, tuition, and fees.

(h) Establish policies and procedures for the performance of annual internal audits of finances, controls and operations of the University and ~~Related Entities~~Affiliated Organizations.

(i) Establish policies and procedures for the implementation of appropriate financial controls, with review by the University's internal auditor.

(j) Sign checks and authorize other forms of payment to pay legal obligations of the University, in accordance with section 1011.42(7), Florida Statutes.

(k) Enter into agreements for banking services and perform banking transactions. Further delegation of authority to withdraw funds or other assets from a University account at a depository institution is limited to a vice president or other position deemed by the President or senior designee reporting to the President to have responsibility for financial matters.

(l) Enter into agreements for collection services when deemed advisable in collecting delinquent accounts and charging off and settling uncollectible accounts. The President will annually report the status of accounts receivable charge-offs to the Board, which may be provided through the university's financial statements or reports.

(m) Recommend for Board of Trustees' approval, as to the University or any Related Entities:

1. All borrowing of funds ~~by the University or Affiliated Organizations~~ and any material changes to such loans, including internal University resources borrowed via internal loan;
2. Any debt issuance; and
3. Public private partnerships.

The Board of Trustees will be presented with sufficient information for prudent decision-making for all such projects and comply with ~~the applicable~~ guidelines established by the Board of

Governors in connection with the authorization, issuance and sale of University and Related Entities ~~Affiliated Organization~~ debt.

(n) Make budget transfers to and from depositories and accounts, to include, the transfer funds from one depository to another, within a depository, to another institution, or from another institution to a depository for investment purposes; and may transfer funds to pay expenses, expenditures, or other disbursements, evidenced by an invoice or other appropriate documentation.

(o) Account for University and Related Entities ~~Affiliated Organization~~ expenditures of any state, local, federal, and other funds in accordance with applicable guidelines or regulations established by the Board of Governors, and as provided by law, including the submission of annual financial statements for the University and all Related Entities ~~Affiliated Organizations~~.

(p) Ensure University funds are invested in accordance with the investment program approved by the Board of Trustees and in compliance with applicable federal and state laws and regulations. The President ~~w~~ill inform the Board of Trustees of any proposed material change to the University's investment program.

(5) Property and Purchasing.

(a) Administer a program for the maintenance and construction of facilities, pursuant to Chapter 1013, Florida Statutes, to include the following activities:

1. Prepare a campus master plan for adoption by the Board of Trustees, prepare a campus development agreement for execution by the Board of Trustees, pursuant to section 1013.30, Florida Statutes, and report on progress under the master plan.
2. Recommend for Board of Trustees' prior approval any construction project (new, remodeling, site work) with a projected construction cost, in one or a series of related transactions, in an amount greater than \$2 million (Major Project), and any material changes to the projects, from any funding source(s) not specifically appropriated by the Legislature.
3. Initiate and manage construction projects (new, remodeling, or site work) with a projected construction cost, in one or a series of related transactions, in the amount equal to or less than \$2 million (Minor Project) in addition to Board of Trustees' approved Major Projects. Minor Projects and associated change orders of \$100,000 or more, will be reported on a quarterly basis to the Board of Trustees Finance and Facilities Committee.
4. Approve a facilities program for each Major Project.
5. Exercise responsibility for the fire safety, maintenance and sanitation of facilities.
6. Conduct plan reviews, issue permits and construction inspections to enforce building code compliance for projects subject to the Florida Building Code.
7. Approve additional service authorizations and change orders in the name of the Board of Trustees on Major Projects. Any change order(s) related to a facilities' construction or renovation project, in one or a series of related transactions, that increases the approved project budget in an amount greater than or equal to ten percent (10%) of the total approved value of a project, requires the prior approval of the Board of Trustees. All change orders shall be reported to the Board and entered into the official minutes as soon as practicable at a regular meeting of the Board.
8. Establish policies and procedures for the selection of vendors providing design and construction services incorporating applicable competitive solicitation requirements.

9. Contract for all required design, engineers and construction services, including design-build services.

10. Provide a comprehensive report on construction-related activities at each regular meeting of the Board's Finance and Facilities Committee, including information regarding change order activity.

(b) Recommend for Board of Trustees' approval, regulations setting forth competitive solicitation requirements and other criteria related to the procurement of commodities, goods, equipment and other types of personal property, software and contractual services.

(c) Contract for the purchase, sale, lease, license, or acquisition of commodities, goods, equipment and other types of personal property, software and contractual services, including private attorney services in accordance with the regulations approved by the Board of Trustees'.

(d) Contract for the lease-purchase equipment and software in accordance with the Board of Governors Debt Management Guidelines.

(e) Recommend for Board of Trustees' approval any real property leases or licenses, as a tenant or licensee, with total University expenditures as a tenant which are less greater than \$1,000,000 and ~~for~~ a term longer -than five (5) years, as well as any amendment or extension of such real property leases or licenses which increases, by ten percent (10%) or more, the total approved lease or license value in an amount ten percent (10%) of the total approved value; except as stated here, the President may approve leases or licenses for the University as tenant or licensee. This authority applies to Related Entities~~Affiliated Organizations~~.

(f) Enter into real property leases or licenses, as landlord or licensor, for use of University property owned or controlled property by the University or Related Entities -with a total revenue less than \$5 million and a term less than five (5) years. For leases or licenses with a total revenue of \$5 million or more and a term of five (5) years or more, or for any amendment or extension of such leases or licenses which increases the obligation by ten percent (10%) or more of the total approved value, recommend for Board of Trustees' approval.

(g) Recommend for Board of Trustee approval the acquisition, sale or encumbrance of real property for any donated property ~~or for donated property~~ with a value of greater than \$500,000. This authority applies to Related Entitie~~Affiliated Organizations~~.

(h) Notify the Board of Trustees prior to the commencement of construction of any facility that requires and has not yet received state funding by the Legislature for facility operating and maintenance costs.

(i) Act for the Board of Trustees as custodian of all University personal property, to include:
1. Recommending for Board of Trustees' approval, policies and procedures for the disposal of personal property no longer needed by the University, in accordance with state law and Board of Governors regulation; and
2. The disposal, use or sale of lost or abandoned personal property found within areas under the University's jurisdiction in accordance with section 705.18, Florida Statutes.

(j) Regulate the use, maintenance, protection, and control of, and the imposition of charges for, University-owned or University-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the University.

(k) Recommend to the Board of Trustees naming opportunities for exterior buildings, colleges, schools, departments, institutes, academic centers, or major programs for any individual, corporation or other entity; and (if and as required by law in connection with living individuals, to recommend such name to the BOG and/or Legislature for its final approval.

(l) Protect, develop, and transfer the work products of University personnel and other University agents and contractors, including licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks therein. The President must consult with the Board Chair before initiating, appealing or settling any litigation related to the enforcement of patents, copyrights and trademarks.

(6) Miscellaneous Powers and Duties.

(a) Recommend for Board of Trustees' approval the creation, certification, decertification, dissolution, and change of governing documents of Related Entity~~Affiliated Organizations~~.

(b) Serve or appoint a presidential designee to serve on the board of directors and the executive committee of all Related Entities and ~~direct support organizations~~, university health services support organizations ~~and Affiliated Organizations~~ established to benefit the University pursuant to sections 1004.28 and 1004.29, Florida Statutes and recommend for approval by the Board of Trustees any other appointments to these organizations~~Affiliated Organizations~~. The Chair of the Board of Trustees shall appoint at least one representative to the board of directors and the executive committee of any such entity. The Board of Trustees shall approve all other director appointments.

(c) Recommend for Board of Trustees' approval annual operating and capital budgets for Related Entity~~Affiliated Organizations~~.

(d) Present to the Board of Trustees all internal and external audits of Related Entity~~Affiliated Organizations~~.

(e) Recommend to the Board of Trustees for approval any allowable transfer of funds ~~to or~~ among Affiliated Organization~~Direct Support Organization~~s, unless under an agreement approved by the Board of Trustees.

(f) Develop, approve, implement and oversee the programs, systems, terms, policies, procedures and strategies for the operations of faculty practice plans.

(g) Oversee the University's fundraising operations and accept and administer gifts, grants, bequests, and devises made to the University.

(h) Initiate, appeal and settle lawsuits involving the University or Related Entities~~Affiliated Organizations~~, and join amicus briefs, after consultation with the Board Chair, other than ~~routine~~ claims and lawsuits (i) covered by the State of Florida's Division of Risk Management or by the UCF College of Medicine Self-Insurance Program, which may be managed, appealed, and settled without Board Chair consultation, and (ii) for Related Entities~~Affiliated Organizations~~, ~~claims~~ covered by their insurance or self-insurance program.

(i) Perform such other duties as are not retained by the Board of Trustees and as may be necessary or appropriate for the administration of the University, in compliance with any applicable laws, Board of Trustees and Board of Governors' regulations, policies, and resolutions.

For the purposes of this Resolution the following terms are used as follows:

~~**Affiliated Organizations:** Direct Support Organizations, Practice Plan Corporations, and other legal entities under the control of the BOT.~~

Board or **BOT:** UCF Board of Trustees

Board Chair: Chair of the UCF Board of Trustees

Board of Governors or **BOG:** Board of Governors of the State University System of Florida

President: President of the University of Central Florida

Related Entities: Direct support organizations and practice plan corporations of the University.

UCF or **University:** University of Central Florida

Vice President: University vice president or senior vice president.

Resolution on Presidential Authority

WHEREAS, Article IX, section 7, Florida Constitution provides that the Board of Governors shall establish the powers and duties of the university board of trustees as set forth therein and as may be established in Board of Governors' regulations, and

WHEREAS, Board of Governors Regulation 1.001, University Boards of Trustees Powers and Duties, delegates powers and duties to the university boards of trustees so that the university boards have all of the powers and duties necessary and appropriate for the direction, operation, management, and accountability of each state university, and

WHEREAS, Board of Governors Regulation 1.001, University Boards of Trustees Powers and Duties, further provides that the university president shall serve as the chief executive officer and corporate secretary of the board of trustees and is responsible to the board of trustees for all operations of the university and for setting the agenda for meetings of the board of trustees in consultation with the chair, and

WHEREAS, the University of Central Florida Board of Trustees has revised and updated its delegation of certain authorities to the President, consistent with state law, regulations and policies of the Board of Governors, and regulations and policies of this Board, and hereby rescinds all previously delegated powers and duties to the President on October 26, 2017, January 24, 2019 and May 16, 2019 and intends this Resolution to supersede and replace the previously approved delegations of presidential authority, and

WHEREAS, the University of Central Florida Board of Trustees intends that any power or duty not delegated to the President in this Resolution be reserved in the Board of Trustees.

NOW THEREFORE, RESOLVED that:

- (A) The University of Central Florida Board of Trustees, adopts this Resolution effective _____, 2021, rescinding all existing delegations previously adopted by the Board, and
- (B) The University President's powers and duties specified in Florida law, regulations and policies of the Board of Governors, and in the Board of Trustees regulations and bylaws are hereby affirmed; and
- (C) The President is hereby authorized, in the name of the University Board of Trustees and the University, to exercise the following authorities and to take the following actions, all as the President deems appropriate, advisable, and in the interests of the University:

(1) University Administration and Oversight.

- (a) Direct the day-to-day operations of the University.
- (b) Organize the University to efficiently and effectively achieve its goals, and periodically review and provide reports to the Board of Trustees on University operations in order to determine how effectively and efficiently it is being administered and whether it is meeting the goals of the strategic plan adopted by the Board of Governors and other strategic goals for the advancement of the University as endorsed by the Board of Trustees.

- (c) Prepare a strategic plan in alignment with the Board of Governors' systemwide strategic plan and regulations, and the University's mission, to first be submitted to the Board of Trustees for approval and then to the Board of Governors for approval.
- (d) Prepare an annual accountability plan and all other significant reports for consideration and approval by the Board of Trustees, and for submission to the Board of Governors, outlining the University's top priorities, strategic directions, and specific actions for achieving the priorities, as well as progress toward previously approved institutional and systemwide goals.
- (e) Prepare and periodically update a policy addressing conflicts of interest for the Board of Trustees, boards of Related Entities, and their employees, and when appropriate, for students, independent contractors, and volunteers.
- (f) Maintain an effective information system to provide accurate, timely, and cost-effective information about the University, meeting all data and reporting requirements of the Board of Trustees and Board of Governors.
- (g) Propose regulations for approval by the Board of Trustees, when appropriate; take routine administrative actions on behalf of the Board of Trustees prior to the exercise of the Board's authority for final approval, related to the development, adoption, amendment or repeal of University regulations, or any action required under the Florida Administrative Procedures Act, Chapter 120, Florida Statutes.
- (h) Establish policies and procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.
- (i) Secure comprehensive general liability insurance pursuant to sections 1001.706(4)(d) and 1004.24, Florida Statutes, and develop, approve, implement, and oversee the risk management program and implementation of an appropriate insurance strategy.
- (j) Develop, approve, implement and oversee a systematic approach to identify, manage, and mitigate various types of risk, regardless of origin, and define the risk appetite for the University and Related Entities.
- (k) Provide for payment of the cost of civil actions against trustees, officers, employees, or agents of the Board of Trustees, as the Board of Trustees is a corporation primarily acting as an instrumentality of the state pursuant to Section 768.28, Florida Statutes, for the purposes of sovereign immunity.
- (l) Govern traffic on the grounds of the University and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.
- (m) Develop and implement initiatives to promote inclusive excellence in all aspects of University programs and functions, fostering a diverse, equitable and inclusive environment in which free expression of different viewpoints is valued. The President will report annually on the University's progress in implementing strategic initiatives and performance relating to diversity, equity and inclusion as they pertain to student enrollment, academic service and programs,

equity in employment, and athletics, as a part of the Board's consideration of the Florida Equity Report.

(n) Establish the program for campus safety and emergency preparedness, including safety and security measures for University personnel, students, and campus visitors.

(o) Develop, approve, implement and oversee the programs, policies, procedures and systems to support and maintain the University's and Related Entities' compliance with applicable federal, state, and local laws, rules, regulations, and other requirements.

(p) Consult with the Board of Trustees in a timely manner on any matters appropriate to its policy-making and fiduciary functions, recommend changes to governance documents, and promptly notify the Board Chair of any facts or circumstances that may materially and adversely affect the reputation of the University or any of its Related Entities.

(q) Close all or portions of the University campus and cease normal operations and services in the event of an emergency, when, in the President's judgment, such action would protect the safety, health and welfare of the University faculty, students and staff, and the University facilities and grounds. In exercising this authority, the President is authorized to determine and assign those employees who are required to provide essential services. Closures for non-emergencies greater than three days require consultation with the Chair.

(r) Consult with the Chancellor of the State University System prior to recommending any acquisition, establishment, reclassification, relocation, or closure of additional campuses or special purpose centers to the Board of Trustees.

(s) Take all actions necessary or desirable, including serving as the signatory on all documents and agreements, necessary or desirable to carry out the powers and duties enumerated in this Resolution and those reasonably inferable therefrom.

(t) As appropriate and consistent with this Resolution, delegate and authorize the sub-delegation of powers and duties provided in this Resolution, electronically or in writing to an employee of the University who:

1. is a University Vice President with responsibility in an area relating to the subject matter of the delegation; or

2. is a manager with responsibility in an area relating to the subject matter of the delegation who reports directly to a position at or above the level of Vice President; or

3. holds a position at the University that is equivalent in seniority or responsibility to a Vice President or such manager, as determined by the President or Chief Human Resources Officer; or

4. is deemed by the President to have the appropriate capabilities, provided that the delegation specified the date of the delegation, the name and title of the delegee, the particular authority or portion of authority being delegated, and a copy of the delegation is filed with the delegee and with the Vice President and General Counsel of the University.

(2) Academic Programs and Student Affairs.

(a) Propose regulations for Board of Trustees' approval, and establish policies, when appropriate, in the area of academic programs and student affairs as follows, and in such additional areas as from time to time may be designated by the Legislature, Board of Governors as requiring Board of Trustees' approval:

1. Authorization and discontinuance of degree programs;
2. Articulation and access;
3. Admission and enrollment of students;
4. Minimum academic performance standards for the award of a degree;
5. Student financial assistance;
6. Student activities and organizations;
7. Student records and reports;
8. Antihazing, related penalties, and program for enforcement;
9. Reasonable accommodation of religious observances;
10. Textbook and instructional materials affordability; and
11. Student code of conduct and related penalties.

The President is authorized to adopt and revise policies as required or deemed appropriate in the areas of academic and student affairs which are not specifically listed above.

(b) Develop, approve, and implement non-degree and non-college credit granting educational programs of the University.

(c) Award degrees and certificates or other evidence of satisfying the graduation criteria approved by the Board of Trustees for degree-granting programs or of satisfying the completion criteria approved by the President for non-degree granting programs; award posthumous and in memoriam degrees; initially approve and recommend to the Board of Trustees for its final approval all honorary degrees; develop, approve, implement and govern the administrative and academic terms, policies, procedures and systems for awarding such degrees and certificates.

(d) Develop, approve, and implement student exchange programs, including without limitation those that are ancillary to the degree, non-degree and non-college credit granting programs of the University.

(e) Establish the internal academic calendar of the University within any applicable general guidelines of the Board of Governors.

(f) Establish a committee, which shall include student representation, for the periodic evaluation of the student disciplinary system, in accordance with applicable law and regulation.

(g) Approve the internal purchasing, contracting, budgetary and other procedures of student government organizations.

(h) Establish, develop, approve, implement and govern the programs, terms, policies, procedures and systems for childcare facilities, including educational research centers for child development as authorized in s. 1011.48, Florida Statutes, for the purpose of providing childcare services for members of the University community as well as providing research and internship opportunities.

(i) Develop, approve, implement and govern the inter- and intra-collegiate athletics programs, policies, and procedures of the University, with periodic reports to the Board of Trustees on the operations of the program including, but not limited to, finances, audit and compliance, and changes in key personnel.

(j) Establish policies regulating the administration and operation of the Office of Research. The President, or designee, is authorized to negotiate, enter into, and execute research contracts; to solicit and accept research grants and donations; and to fix and collect fees, other payments, and donations that may accrue from these methods. The president or designee may negotiate, enter into, and execute contracts on a cost-reimbursement basis and may provide temporary financing of those costs prior to reimbursement from moneys on deposit in a sponsored research development fund, except as prohibited elsewhere by law. All purchases of a division of sponsored research will be made in accordance with the policies and procedures of the University and the purchasing regulations of the Board of Governors; however, upon certification addressed to the President that it is necessary for the efficient or expeditious prosecution of a research project, the President may exempt the purchase of material, supplies, equipment, or services for research purposes from the general purchasing requirement of the Florida Statutes.

(k) Recommend to the Board of Trustees for approval, the creation and termination of masters and undergraduate degree-granting programs subject to BOG final approval of limited access programs and undergraduate programs requiring more than 120 credits for graduation if and as required by law;

(l) Subject to final approval of the Board of Governors:

1. Recommend to the Board of Trustees the creation and termination of doctoral and professional graduate degree-granting programs of the University; and
2. If, and as required by law, recommend and seek final Legislative approval for the creation of new colleges, schools and functional equivalents offering a program leading to a degree that is a credential for a specific license issued under a state statute or constitution.

(3) Personnel.

(a) Establish and implement policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel, in accordance with regulations and policies of the Board of Trustees and Board of Governors. Pursuant to law and Board of Governors' regulation, the Board of Trustees will evaluate the President's performance annually against the strategic goals of the University, approve compensation of the President. Renewals of the President's employment contract is subject to confirmation by the Board of Governors and is limited to one-year terms.

(b) With the exception of the positions described in (3)(c), below, consult with the Chair of the Board of Trustees, or other trustee designee, regarding the hiring, dismissal, or any annual increase of more than five (5) percent in the compensation of any Vice President or other direct report to the President, and any athletics personnel earning over \$1 million in compensation. The President and Board Chair will annually review the positions covered by this provision.

(c) Secure approval of the Board of Trustees for the hiring, firing, or reduction in compensation of individuals serving in the positions of Vice President and General Counsel, Chief Compliance Officer, and Chief Audit Executive, which positions have a reporting relationship to the Board of Trustees in addition to reporting to the President.

(d) Approve travel in accordance with s. 112.061, Florida Statutes.

(e) Administer collective bargaining agreements and matters related thereto, including the appointment of University collective bargaining team members to negotiate collective bargaining agreements; recommend for Board of Trustees' approval actions to be taken on collective bargaining agreements under negotiation; and execute Board of Trustees' approved collective bargaining agreements.

(f) Employ private attorney services after consulting with the University's General Counsel.

(g) Recommend to the Board of Trustees the awarding of tenure.

(h) Consult with the Board Chair regarding employment contracts in excess of one year.

(4) Financial Management.

(a) Recommend for Board of Trustees' approval financial commitments, contractual obligations, contingent risks, or the assumption of liabilities of any kind of more than (i) \$25 million or (ii) greater than five (5) years in duration, and an aggregate net value of greater than \$5 million dollars; and options, renewals, extensions or amendments thereto which increase the approved liability in an amount greater than or equal to ten percent (10%) of the total approved value; except that the President may approve the following: gift agreements; grants, research contracts, clinical trial agreements, and other agreements for research; sponsored training; patents, trademarks, and copyright licenses, and technology transfer agreements; and research compliance agreements. This authority applies to Related Entities.

(b) Keep the Board of Trustees apprised of the financial condition of the University and all Related Entities, subject to the oversight of the Board of Trustees.

(c) Prepare an institutional budget request, including a request for fixed capital outlay, for approval by the Board of Trustees.

(d) Recommend to the Board of Trustees a schedule of tuition and fees to be charged by the University pursuant to law and regulations established by the Board of Governors.

(e) Recommend to the Board of Trustees a regulation for the waiver for tuition and fees pursuant to law and regulations established by the Board of Governors.

(f) Prepare the operating budget of the University, carryforward spending plan, and a fixed capital outlay budget, if required, as prescribed by law, regulations of the Board of Governors, policies of the Board of Trustees, and provisions of the General Appropriations Act, for approval by the Board of Trustees, with the following requirements:

1. The proposed expenditures, plus transfers, and balances must not exceed the estimated income, transfers, and balances.
2. The budget and each part must balance.
3. If at any time the unencumbered balance in the education and general fund of the Board of Trustees approved operating budget goes below seven (7) percent, the President must provide written notification to the Board of Governors.
4. Any changes to the operating budget in an amount greater than the lower of \$5 million or .5 percent of the budget requires approval of the Board of Trustees.
5. Provide quarterly budget-to-actual reporting to the Board of Trustees' Finance and Facilities Committee and annual budget-to-actual analysis to the Board of Trustees.

(g) Enter into agreements for, and accept, credit card payments as compensation for goods, services, tuition, and fees.

(h) Establish policies and procedures for the performance of annual internal audits of finances, controls and operations of the University and Related Entities.

(i) Establish policies and procedures for the implementation of appropriate financial controls, with review by the University's internal auditor.

(j) Sign checks and authorize other forms of payment to pay legal obligations of the University, in accordance with section 1011.42(7), Florida Statutes.

(k) Enter into agreements for banking services and perform banking transactions. Further delegation of authority to withdraw funds or other assets from a University account at a depository institution is limited to a vice president or other position deemed by the President or senior designee reporting to the President to have responsibility for financial matters.

(l) Enter into agreements for collection services when deemed advisable in collecting delinquent accounts and charging off and settling uncollectible accounts. The President will annually report the status of accounts receivable charge-offs to the Board, which may be provided through the university's financial statements or reports.

(m) Recommend for Board of Trustees' approval, as to the University or any Related Entities:

1. All borrowing of funds and any material changes to such loans, including internal University resources borrowed via internal loan;
2. Any debt issuance; and
3. Public private partnerships.

The Board of Trustees will be presented with sufficient information for prudent decision-making for all such projects and comply with applicable guidelines established by the Board of Governors in connection with the authorization, issuance and sale of University and Related Entities debt.

(n) Make budget transfers to and from depositories and accounts, to include, the transfer funds from one depository to another, within a depository, to another institution, or from another institution to a depository for investment purposes; and may transfer funds to pay expenses, expenditures, or other disbursements, evidenced by an invoice or other appropriate documentation.

(o) Account for University and Related Entities expenditures of any state, local, federal, and other funds in accordance with applicable guidelines or regulations established by the Board of Governors, and as provided by law, including the submission of annual financial statements for the University and all Related Entities.

(p) Ensure University funds are invested in accordance with the investment program approved by the Board of Trustees and in compliance with applicable federal and state laws and regulations. The President will inform the Board of Trustees of any proposed material change to the University's investment program.

(5) Property and Purchasing.

(a) Administer a program for the maintenance and construction of facilities, pursuant to Chapter 1013, Florida Statutes, to include the following activities:

1. Prepare a campus master plan for adoption by the Board of Trustees, prepare a campus development agreement for execution by the Board of Trustees, pursuant to section 1013.30, Florida Statutes, and report on progress under the master plan.
2. Recommend for Board of Trustees' prior approval any construction project (new, remodeling, site work) with a projected construction cost, in one or a series of related transactions, in an amount greater than \$2 million (Major Project), and any material changes to the projects, from any funding source(s) not specifically appropriated by the Legislature.
3. Initiate and manage construction projects (new, remodeling, or site work) with a projected construction cost, in one or a series of related transactions, in the amount equal to or less than \$2 million (Minor Project) in addition to Board of Trustees' approved Major Projects. Minor Projects and associated change orders of \$100,000 or more, will be reported on a quarterly basis to the Board of Trustees Finance and Facilities Committee.
4. Approve a facilities program for each Major Project.
5. Exercise responsibility for the fire safety, maintenance and sanitation of facilities.
6. Conduct plan reviews, issue permits and construction inspections to enforce building code compliance for projects subject to the Florida Building Code.
7. Approve additional service authorizations and change orders in the name of the Board of Trustees on Major Projects. Any change order(s) related to a facilities' construction or renovation project, in one or a series of related transactions, that increases the approved project budget in an amount greater than or equal to ten percent (10%) of the total approved value of a project, requires the prior approval of the Board of Trustees. All change orders shall be reported to the Board and entered into the official minutes as soon as practicable at a regular meeting of the Board.
8. Establish policies and procedures for the selection of vendors providing design and construction services incorporating applicable competitive solicitation requirements.
9. Contract for all required design, engineers and construction services, including design-build services.
10. Provide a comprehensive report on construction-related activities at each regular meeting of the Board's Finance and Facilities Committee, including information regarding change order activity.

(b) Recommend for Board of Trustees' approval, regulations setting forth competitive solicitation requirements and other criteria related to the procurement of commodities, goods, equipment and other types of personal property, software and contractual services.

(c) Contract for the purchase, sale, lease, license, or acquisition of commodities, goods, equipment and other types of personal property, software and contractual services, including private attorney services in accordance with the regulations approved by the Board of Trustees'.

(d) Contract for the lease-purchase equipment and software in accordance with the Board of Governors Debt Management Guidelines.

(e) Recommend for Board of Trustees' approval any real property leases or licenses, as a tenant or licensee, with total University expenditures greater than \$1,000,000 and a term longer than five (5) years, as well as any amendment or extension of such real property leases or licenses which increases, by ten percent (10%) or more, the total approved lease or license value ; except as stated here, the President may approve leases or licenses for the University as tenant or licensee. This authority applies to Related Entities.

(f) Enter into real property leases or licenses, as landlord or licensor, for use of property owned or controlled by the University or Related Entities with a total revenue less than \$5 million and a term less than five (5) years. For leases or licenses with a total revenue of \$5 million or more and a term of five (5) years or more, or for any amendment or extension of such leases or licenses which increases the obligation by ten percent (10%) or more of the total approved value, recommend for Board of Trustees' approval.

(g) Recommend for Board of Trustee approval the acquisition, sale or encumbrance of real property for any donated property with a value of greater than \$500,000. This authority applies to Related Entities.

(h) Notify the Board of Trustees prior to the commencement of construction of any facility that requires and has not yet received state funding by the Legislature for facility operating and maintenance costs.

(i) Act for the Board of Trustees as custodian of all University personal property, to include:
1. Recommending for Board of Trustees' approval, policies and procedures for the disposal of personal property no longer needed by the University, in accordance with state law and Board of Governors regulation; and
2. The disposal, use or sale of lost or abandoned personal property found within areas under the University's jurisdiction in accordance with section 705.18, Florida Statutes.

(j) Regulate the use, maintenance, protection, and control of, and the imposition of charges for, University-owned or University-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the University.

(k) Recommend to the Board of Trustees naming opportunities for exterior buildings, colleges, schools, departments, institutes, academic centers, or major programs for any individual,

corporation or other entity; and (if and as required by law in connection with living individuals, to recommend such name to the BOG and/or Legislature for its final approval.

(l) Protect, develop, and transfer the work products of University personnel and other University agents and contractors, including licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks therein. The President must consult with the Board Chair before initiating, appealing or settling any litigation related to the enforcement of patents, copyrights and trademarks.

(6) Miscellaneous Powers and Duties.

(a) Recommend for Board of Trustees' approval the creation, certification, decertification, dissolution, and change of governing documents of Related Entities.

(b) Serve or appoint a presidential designee to serve on the board of directors and the executive committee of all Related Entities and university health services support organizations established to benefit the University pursuant to sections 1004.28 and 1004.29, Florida Statutes and recommend for approval by the Board of Trustees any other appointments to these organizations. The Chair of the Board of Trustees shall appoint at least one representative to the board of directors and the executive committee of any such entity. The Board of Trustees shall approve all other director appointments.

(c) Recommend for Board of Trustees' approval annual operating and capital budgets for Related Entities.

(d) Present to the Board of Trustees all internal and external audits of Related Entities.

(e) Recommend to the Board of Trustees for approval any allowable transfer of funds among Direct Support Organizations, unless under an agreement approved by the Board of Trustees.

(f) Develop, approve, implement and oversee the programs, systems, terms, policies, procedures and strategies for the operations of faculty practice plans.

(g) Oversee the University's fundraising operations and accept and administer gifts, grants, bequests, and devises made to the University.

(h) Initiate, appeal and settle lawsuits involving the University or Related Entities, and join amicus briefs, after consultation with the Board Chair, other than claims and lawsuits (i) covered by the State of Florida's Division of Risk Management or by the UCF College of Medicine Self-Insurance Program, which may be managed, appealed, and settled without Board Chair consultation, and (ii) for Related Entities, covered by their insurance or self-insurance program.

(i) Perform such other duties as are not retained by the Board of Trustees and as may be necessary or appropriate for the administration of the University, in compliance with any applicable laws, Board of Trustees and Board of Governors' regulations, policies, and resolutions.

For the purposes of this Resolution the following terms are used as follows:

Board or BOT: UCF Board of Trustees

Board Chair: Chair of the UCF Board of Trustees

Board of Governors or BOG: Board of Governors of the State University System of Florida

President: President of the University of Central Florida

Related Entities: Direct support organizations and practice plan corporations of the University.

UCF or University: University of Central Florida

Vice President: University vice president or senior vice president.

UCF BOARD OF TRUSTEES**Agenda Item Summary**

February 18, 2021

Title: Bi-Annual Board Self-Assessment Process

☐ **Information**☐ **Information for upcoming action**☒ **Action****Meeting Date for Upcoming Action:** _____**Purpose and Issues to be Considered:**

As outlined in the UCF Board of Trustees Statement on Board Self-Assessment, the Governance Committee will lead a bi-annual board self-assessment process, commencing in the fall, beginning with a discussion and approval of an electronic survey to be administered prior to the Board's spring retreat.

The board self-assessment timeline is presented as follows:

November 19, 2020	Governance Committee Meeting: Review draft Board Self-Assessment Survey
February 10, 2021	Governance Committee Meeting: Approve final Board Self-Assessment Survey
March 1 – April 2, 2021	Survey is administered
April 2021	Results analyzed; briefings with President, Chair, and Vice Chair
May 20, 2021	Presentation and trustee discussion at the spring BOT Retreat

The timeline and draft Board Self-Assessment Survey were presented to the committee for feedback at the November 19, 2020 Governance Committee Meeting. No additional feedback was received.

During the February 10, 2021 Governance Committee meeting, Chair Okaty recommended the addition of a response option that can be selected if the trustees feels they do not have sufficient information to answer the question. The attached survey was amended to reflect this information.

Background Information:

A University of Central Florida Board of Trustees Statement on Board Self-Assessment was approved by this Board on June 18, 2020.

As noted on the Self-Assessment Process document, according to the Association of Governing Boards (AGB), a high-functioning board is composed of members who make service to the institution and its effectiveness in fulfilling its public mission their top priority. Willingness to engage in a regular Board self-assessment is a sign of commitment to this fiduciary standard.

Additionally, Section 4 of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) 2018 Principles of Accreditation requires governing boards to define and regularly evaluate their responsibilities and expectations as a Board.

Recommended Action:

To approve the associated timeline and Board Self-Assessment Survey

Alternatives to Decision:

Decline approve of the timeline or Board Self-Assessment Survey

Make alternative recommendations to the timeline or Board Self-Assessment Survey

Fiscal Impact and Source of Funding:

N/A

Authority for Board of Trustees Action:

Governance Committee Charter, Section 3.6

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Karen Monteleone, Assistant Vice President, Board Relations

Supporting Documentation:

Attachment A: UCF Board of Trustees Statement on Board Self-Assessment

Attachment B: Final Board Self-Assessment Survey

Facilitators/Presenters:

Karen Monteleone



UNIVERSITY OF CENTRAL FLORIDA

UCF Board of Trustees Statement on Board Self-Assessment

This Statement on Board Self-Assessment provides a framework and timeline for administering a Board self-assessment survey, sharing the results, and implementing action items based on the Board's direction.

Purpose

According to the Association of Governing Boards (AGB), a high-functioning board is composed of members who make service to the institution and its effectiveness in fulfilling its public mission their top priority. Willingness to engage in a regular Board self-assessment is a sign of commitment to this fiduciary standard.

Additionally, Section 4 of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) 2018 Principles of Accreditation requires governing boards to define and regularly evaluate their responsibilities and expectations as a Board.

Timeline and Presentation of Results

Led by the Governance Committee, every two years the Board will engage in a comprehensive, Board self-assessment process. This process will commence in the fall, beginning with a discussion and approval of an electronic survey to be administered prior to the Board's spring retreat. The Board Office, in consultation with the president and Board chair, will administer the electronic survey and collect the results. The results will be distributed to the Board and president prior to the Board's spring retreat.

Implementation of Action Items

The Board Office, in coordination with the president and Board chair, will be responsible for the coordination and assurance that implementation of action items determined as an outcome of the assessment process are executed and tracked for appropriate follow-up.

The UCF Board of Trustees is committed to practicing good governance and hereby accepts this statement as part of its role as a public higher education governing board.

Approved by the Board of Trustees on June 18, 2020

Attachment B

UCF Board of Trustees Board and Self-Assessment

This survey is designed to focus on the Board's overall performance. It is not an evaluation of any individual Board member. Your responses will remain anonymous, and the results will be consolidated for discussion at the Board's spring retreat.

Indicate the degree to which you agree or disagree with the following statements.

Knowledge of Institution

1. The Board has a clear understanding of UCF's mission.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

2. The Board is well-informed about UCF's educational programs and academic quality.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

3. The University has a three-to-five-year strategic plan or a set of clear long-ranging goals and priorities.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

4. The Board has a good understanding of the needs, concerns, and perspectives of UCF's constituents.

- Students
- Faculty
- Staff
- Alumni
- Cabinet
- Donors and friends

(For each)

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

The Role of the Board

1. I am informed of and understand my powers and duties as outlined in [Board of Governors Regulation 1.001](#) and the [UCF Board of Trustees Bylaws](#).

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

2. The Board serves as an effective strategic partner to the administration by providing sound advice, offering new perspectives, lending support and by making connections.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree
N/A (insufficient information to answer)

3. Board members come to each meeting prepared and ready to debate issues fully and openly.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree
N/A (insufficient information to answer)

4. Board members receive appropriate training to allow them to discharge their responsibilities.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree
N/A (insufficient information to answer)

5. The Board collectively adheres to the [Board Statement of Expectations](#).

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree
N/A (insufficient information to answer)

6. There is open two-way communication between the Board and administration.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree
N/A (insufficient information to answer)

7. The Board and University administration well understand and operate within their respective roles and responsibilities.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree
N/A (insufficient information to answer)

Board Oversight and Relationship with the President

1. Board members have a clear understanding of their legal and fiduciary responsibilities and carry them out at the proper level of oversight.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree
N/A (insufficient information to answer)

2. The Board effectively participates in strategic planning, monitors financial, educational and administrative performance, sets appropriate performance goals and assesses achievement of those goals.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

3. The Board effectively delegates responsibility for institutional management to the President and refrains from involvement in operational matters except as necessary to fulfill its fiduciary responsibilities.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

4. The Board effectively ensures that institutional policies and processes are current, in legal compliance and properly implemented.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

5. The Board evaluates the performance of the President of the University and has an appropriate mechanism for feedback.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

6. The Board promotes an environment where Board members feel engaged, respected, and empowered to raise issues for discussion.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

Board Meetings and Trustee Engagement

1. The Board's meeting agenda clearly reflects the institution's strategic priorities.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

2. The format of the **full Board** meeting agendas is conducive for the proper balance of oversight, problem solving, strategic discussion and continuing Board education.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

3. The **committee** meeting agendas are conducive for the proper balance of oversight, problem solving, strategic discussion and continuing Board education.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

4. The number of full Board meetings is appropriate to address the work of the UCF Board of Trustees.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

5. My time is well utilized when participating in university engagements.

Strong Agree Agree Neither Agree or Disagree Disagree Strongly Disagree

N/A (insufficient information to answer)

Open Ended Questions

1. What would you like to see the Board accomplish in the next two years?
2. What change or action would most improve the Board's performance?
3. What do you think the Board does well?
4. What are areas in which the Board could improve?
5. What are topics you would like to see the Board address during future meetings?
6. In what ways have you found your role as a board member rewarding?

UCF BOARD OF TRUSTEES
Agenda Item Summary
 February 18, 2021

Title: Amendments to University Regulation UCF-7.130 Administration and Finance; Procurement Services

☐ **Information**

☐ **Information for upcoming action**

☒ **Action**

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

This regulation is amended to add new language to section (1)(e) concerning the use of existing Shared Initiatives contracts where practical, unless not in the best interest of the university; to amend section (1)(g) to require documentation that justifies the use of contract adoption (also known as contract ‘piggybacking’); and to add to section (3)(i)4 to clarify the use of auditor services that are not subject to the competitive solicitation process. These language changes conform to recent amendments to Florida Board of Governors’ Regulation 18.001.

This regulation was posted online January 15, 2021, for public comment. No comments were received as of the date of submission of these materials.

Background Information:

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

Recommended Action:

Approve amendments to University of Central Florida Regulation UCF-7.130 Administration and Finance; Procurement Services.

Alternatives to Decision:

Do not amend University Regulation UCF-7.130 as proposed.

Approve alternative amendments to University Regulation UCF-7.130

Fiscal Impact and Source of Funding:

N/A

Authority for Board of Trustees Action:

Board of Governors Regulation 1.001

Contract Reviewed/Approved by General Counsel ☐ N/A ☒

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Youndy Cook, Interim Vice President and General Counsel

Supporting Documentation:

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

Facilitators/Presenters:

Youndy Cook, Interim Vice President and General Counsel

UCF-7.130 Administration and Finance; Procurement Services.

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

- (a) Develop procurement procedures.
- (b) Canvass sources of supply and contracting for the procurement or lease of all commodities and contractual services for the University, in any manner, including procurement by installment- or lease-purchase contracts. Installment- or lease-purchase contracts may provide for the payment of interest on unpaid portions of the purchase price.
- (c) Recommend or advise the suspension or debarment of a contractor, in accordance with University Regulation UCF-7.124, from doing business with the University for demonstrated cause, including previous unsatisfactory performance.
- (d) Plan and coordinate procurements in volume and negotiate and execute agreements and contracts for commodities and contractual services under which the University may make procurements.
- (e) Where practical and available, implementing the use of existing State University System (SUS) Shared Initiatives contracts; unless the Director of Procurement/Chief Procurement Officer or designee documents that such use is not in the best interest of the university.
- (fe) Develop an Annual Certification List to serve as a waiver of the competitive solicitation requirement for commodities/services that are frequently procured and are available from a single source.
- (gf) Evaluate, approve, and utilize contracts that are entered into after a public and open competitive solicitation by any State of Florida agency, ~~or~~ department, Florida state college or university, the Federal Government, other states, political subdivisions, cooperatives or consortia, or any independent college or university for the procurement of commodities and contractual services, when it is determined to be cost-effective and in the best interest of the University, to make purchases under contracts let by such other entities. The Universityies must maintain appropriate

justification for use of services contract adoption. Adopted contracts under this provision may be negotiated by the University to ensure appropriate state law and to achieve improved terms and pricing; however, the resulting contract's general purpose and scope of purchase must be within the scope of the original contract being adopted and the adopted contract must be current (i.e., not-expired). The University shall review existing consortia and cooperative contracts to identify potential savings and, if there is the potential for savings, enter into new consortia and cooperative contracts to achieve the savings, with the goal of achieving a five-percent savings on existing contract prices.

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

(2) Competitive Solicitations Required.

- (a) All contracts for the procurement of commodities or contractual services exceeding \$75,000 shall be awarded pursuant to a competitive solicitation, unless otherwise authorized herein.

- (b) When only one response is received to a competitive solicitation for commodities or contractual services exceeding \$75,000 the University shall review the solicitation to determine if a second call for a competitive solicitation is in the best interest of the University. If it is determined that a second call would not serve a useful purpose, the University shall proceed with the acquisition or cancel the acquisition.
- (c) When multiple responses that are equal in all respects are received to a competitive solicitation, the University will give preference to responses that include commodities manufactured in the state, Florida businesses, or foreign manufacturers located in the state to determine the contract award, or, if these conditions do not exist, will use coin toss to determine the award.~~toss of the coin.~~
- (d) The procurement of commodities and contractual services shall not be divided to avoid the requirement of competitive solicitation.
- (e) The Procurement Services Department, in issuing an Invitation to Bid, Request for Proposal or Invitation to Negotiate, shall provide notice of a decision or intended decision concerning a solicitation, or contract award by electronic posting for 72 hours, which is interpreted as three business days. (Business days do not include Saturdays, Sundays, State or University holidays, or any other days when the University is otherwise closed for business.) This notice shall contain the following statement: “Failure to file a protest in accordance with BOG regulation 18.002, or failure to post the bond or other security as required in BOG regulation 18.003, shall constitute a waiver of protest proceedings.”
- (f) Advertisement. Invitations to Bid, Requests for Proposals, and Invitations to Negotiate for commodities expected to be in excess of \$150,000 and for contractual services expected to be in excess of \$75,000 shall be advertised in the Florida Administrative Weekly or the State of Florida’s VBS System. The head of The Procurement Services Department or designee shall have the authority to waive this advertisement requirement when the number of potential bidders or proposers is limited and can otherwise be solicited, when the availability of funding so requires, or where delivery is urgent.

- (g) Bids and proposals shall remain sealed (with the exception of typical information revealed at the Bid/Proposal opening for the tabulation sheet) until notice of final contract award is given or in accordance with Florida Statute as appropriate.
- (h) In the case of extension errors, the unit price will prevail.
- (i) Withdrawal. A vendor may withdraw his or her bid or proposal in writing if done within seventy-two (72) hours of the bid or proposal opening, if the bid or proposal is clearly erroneous and it is withdrawn prior to final award or the purchase order being issued.
- (j) Bid/Proposal Evaluations – Bids/Proposals shall be evaluated based on the requirements set forth in the Invitation to Bid/ Request for Proposal/Invitation to Negotiate, which may include criteria to determine acceptability such as inspection, testing quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid/proposal price and be considered in evaluation for award shall be objectively measured, such as all or none, discounts, transportation costs and total or life cycle costs. The Invitation to Bid, Request for Proposal or Invitation to Negotiate shall set forth the criteria to be used. No criteria may be used in bid/proposal evaluation that is not set forth in the Invitation to Bid, Request for Proposal or Invitation to Negotiate.

(3) Procurement of Commodities or Contractual Services.

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

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

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

2. Sole Source Procurements. Commodities or contractual services available from a single source shall be exempted from the competitive solicitation process. Sole Source document shall be publicly posted by the Procurement Services Department for three working days. Working days do not include Saturdays, Sundays, or State or University Holidays.
 3. Procurements from competitively bid Contracts and Negotiated Annual Price Agreements established by the State, other governmental entities, other public or private educational institutions, and any procurement cooperative or consortium are not subject to competitive solicitation.
 4. Construction Direct Procurement Program. Commodities to be incorporated into any public work (as that term is defined in Rule 12A-1.094, F.A.C.) which are procured by the University in accordance with the requirements of the University's direct procurement program are not subject to any further competitive solicitation.
- (i) Commodities and contractual services that are not subject to the competitive solicitation process include:
1. Artistic services;
 2. Academic reviews;
 3. Lectures;
 4. Accountant services,
 5. ~~including a~~ Auditor services, including those services needed to address audit, financial and fraud-related compliance, controls, and investigative matters, or such other related services;
 65. Legal services, including attorney, paralegal, expert witness, appraisal, lobbyist, arbitrator or mediator services;

- 76. Health services, including related equipment and supplies, involving examination, diagnosis, treatment, prevention, consultation or administration of physical or mental conditions or the provision of developmental or vocational rehabilitation;
- 87. Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Department of Children and Family Services. This exception will be valid for a period not to exceed 90 days after the date of delivery to the Medicaid recipient and shall not be renewed;
- 98. Training and education services;
- 109. Advertising; except for media placement services;
- 1140. Services or commodities provided by governmental agencies, another university in the State of Florida or other independent colleges and universities;
- 1244. Programs or continuing education events that are offered to the general public for which fees have been collected to pay all expenses associated with the program or event;
- 1342. Procurements from firms or individuals that are prescribed by state or federal law or specified by a granting agency;
- 1443. Regulated utilities and government franchised services;
- 1544. Regulated public communications, except long distance telecommunication services or facilities;
- 1645. Extension of an existing contract; (see section (6)(c));
- 1746. Renewal of an existing contract if the terms of the contract specify renewal option(s); see section (6)(d));
- 1847. Procurements from the Annual Certification List developed by the University;
- 1948. Procurements for resale;
- 2049. Contracts or services provided by not-for-profit support and affiliate organizations of the University, direct support organizations, health support organizations and faculty practice plans;

~~2120~~. Implementation/programming/training services available from the owner of copyrighted software or its contracted vendor;

~~2221~~. Procurements of materials, supplies, equipment, or services for instructional or sponsored research purposes when a director of sponsored research or designee certifies that, in a particular instance, it is necessary for the efficient or expeditious prosecution of a research project in accordance with sponsored research procedures or to attain the instructional objective. Sponsored research documents shall be publicly posted by the Procurement Services Department for three business days.

~~2322~~. Procurements for the Florida High Tech Corridor initiative.

(j) Participants in Contract Awards Not Subject to Competitive Solicitations.

1. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation or specifications, or designs or develops a program for future implementation shall be eligible to contract with the University dealing with the specific subject matter.
2. The individuals taking part in the development or selection of criteria for evaluation, the evaluation process and the contract award in any procurement shall be independent of, and have no conflict of interest in, the entities evaluated and selected and may be required to so attest in writing.

(4) Bonds.

- (a) Solicitation Security. A certified, cashier's or treasurer's check, bank draft or bid bond may be required as a condition for participating in a competitive solicitation where the University is reasonably uncertain about the contractor's ability to perform, and the expected value of the contract is in excess of \$100,000.
- (b) Payment and Performance Bonds for Commodities and Services Contracts. The head of the Procurement Services Department or designee is authorized to require any contractor contracting with the University to provide services or commodities (including installation) to furnish a payment and performance bond, with good and sufficient securities, to the University prior to the issuance of the contract when the

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

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

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

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

(6) Contracts.

- (a) Acquisitions of commodities, contractual services, or licenses shall be executed with a purchase order or a bilateral agreement/contract, prior to the goods or

services being ordered, contracted for, or rendered by the vendor. Procurement using a pCard, where compliant with applicable policies and procedures, or prior verbal approval from the Procurement Services Department, are also acceptable means to obligate the university for a procurement. All necessary procurement actions (i.e. competition, competition exemptions, approvals) must take place prior to signing a contract/agreement or engaging in any actions that will obligate the university. For procurement under a bilateral agreement/contract or prior verbal approval from the Procurement Services Department, the requisition to process the associated purchase order must be submitted within thirty (30) days of (i) delivery of the commodities or (ii) the obligation for contractual services or licenses being incurred.

- (b) Any contract for the procurement of services or tangible personal property for a period in excess of one fiscal year shall include the following or an equivalent statement: “The State of Florida’s and University’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.”
- (c) ~~Permitting the extension(s) of a~~A contract, entered into as a result of a competitive solicitation may be extended, for up to twelve (12) months or until completion of the competitive solicitation and award or protest, whichever is longer. The extension shall be in writing, signed by both parties, and shall be subject to the same terms and conditions set forth in the initial contract.
- (d) A contract may contain provisions for renewal. If the commodity or contractual service is procured as a result of a competitive solicitation, the cost of any contemplated renewal must be included in the competitive solicitation. All contract renewals are subject to sufficient annual appropriations. Renewals of a contract, whether the contract resulted from a competitive process or other procurement method, shall be for a period that may not exceed 5 years or twice the term of the original contract, whichever is longer. This provision is not intended to apply retroactively; existing contracts entered into prior to January 1, 2017, including any specified renewal period(s) may continue in accordance with the existing contract terms.

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

donations from responding vendors during the selection process, except for donations or benefits expressly stated in the procurement document.

(8) Procurement of Motor Vehicles.

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

(9) Public Records.

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

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

Authority: BOG Regulations 1.001, 18.001, 18.002 and 18.003. History—New 4-23-03, Amended 4-17-06, 8-6-07, 10-19-07, Formerly 6C7-7.130, Amended 7-6-09, 8-8-14, 10-29-15, 7-5-16, 4-17-17, 1-24-19, _____-20.