



Board of Trustees

UNIVERSITY *of* WEST FLORIDA

Special Board Meeting Tuesday, May 27, 2025 Zoom Webinar

[Zoom Webinar](#) | Passcode: 435887

Agenda

I. Call to Order

II. Roll Call

III. Greeting

IV. Public Comment

V. New Business

a. Action Items

- i. [BOT-1](#): Resignation of President Saunders and Effective Date
- ii. [BOT-2](#): Appointment of Interim President
- iii. [BOT-3](#): Presidential Search – Executive Search Firm and Executive Compensation Analysis

b. Information Item

- i. [INFO-1](#): PPEM Ad Hoc Committee

VI. Closing Remarks

VII. Adjournment

Board of Trustees
Full Board Meeting
May 27, 2025

Resignation of President Saunders and Effective Date

Recommended Action:

Accept the resignation and set an effective date.

Background Information:

University President Dr. Martha D. Saunders submitted her resignation as President to the Board Chair on May 12, 2025, leaving the effective date of her resignation open. Pursuant to section 11.2 of her employment agreement, the President must give ninety (90) days' written notice to the Board of Trustees, which may be waived by the Board of Trustees.

Pursuant to section 11.3 of her employment agreement, if the President resigns as provided in section 11.2, the President shall be offered the opportunity to return to a position as a tenured Professor in the University's Department of Communication consistent with other terms of her employment agreement.

Implementation Plan:

The Board shall establish the timeline and implementation plan.

Fiscal Implications:

Sections 11.4 and 11.6 of the employment agreement identify changes in compensation for Dr. Saunders when she steps down from being President.

Relevant Authority:

2025 Presidential Employment Agreement

Supports Strategic Direction(s):

This item supports all seven Strategic Directions.

Supporting Documents:

1. 2025 Presidential Employment Agreement

Prepared by:

Anna Lochas, BOT Liaison, alochas@uwf.edu

Presenter:

Rebecca Matthews, Chair

PRESIDENT'S EMPLOYMENT AGREEMENT

This President's Employment Agreement (the "Agreement") is entered into by the University of West Florida Board of Trustees (hereinafter referred to as the ("Board" or "the Board of Trustees"), a public body corporate of the State of Florida, and Dr. Martha D. Saunders (the "President" or "Dr. Saunders" or "Employee") and shall become effective on **January 1, 2025**. The Board and Dr. Saunders may hereinafter be collectively referred to as "the Parties."

RECITALS

WHEREAS, the Board, acting on behalf of the University of West Florida (the "University"), has the authority to select and employ the President of the University; and

WHEREAS, the Board has duly selected Dr. Saunders to continue serving as President of the University effective **January 1, 2025 through December 31, 2025** and Dr. Saunders has accepted such offer subject to execution of this Agreement; and

WHEREAS, the Florida Board of Governors ratified this Agreement; and

WHEREAS, the parties desire to memorialize the terms and conditions of Dr. Saunders's employment as President of UWF in this Agreement.

NOW, THEREFORE, in consideration of mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Appointment as President

1.1 The Board of Trustees appoints and employs Dr. Martha D. Saunders to be President of the University and to serve as the Chief Executive Officer of the University subject to the laws of the State of Florida, the regulations

and policies of the Florida Board of Governors, the regulations and policies of the University, and the regulations, policies and supervision of the Board of Trustees. This appointment will be effective on the date set forth in Section 3.1 hereof.

- 1.2 The President shall perform all duties required by law, by University policy and regulation, by regulation of the Florida Board of Governors, those delegated to the President by the Board of Trustees, by this Agreement, and by custom and practice to be performed by a University president.

2.0 Best Efforts as President

- 2.1 The President agrees, subject to Section 2.3 below, to devote full-time attention and energies to the duties of President of the University.
- 2.2 The duties of the President shall be performed for all existing and future campuses of the University, and for and at such other place or places as the Board of Trustees deems appropriate to serve the interests, needs, business, or goals of the University.
- 2.3 The expenditure of reasonable amounts of time for personal or outside business, as well as non-University related charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement, and provided such activities do not pose a conflict of interest or otherwise fail to comply with the requirements of Part III of Chapter 112 of the Florida Statutes (Code of Ethics for Public Officers and Employees), and applicable regulations or policies of the Board of Trustees or University.

- 2.4 The President shall not knowingly engage in any activity that may be competitive with or adverse to the best interests of the University.
- 2.5 The President shall seek approval from the Board of Trustees prior to agreeing to serve on any board of directors or to engage in outside employment, business or professional activities subject to the provisions of applicable University policy and the Code of Ethics for Public Officers and or the successor policies or statutes thereto. Any and all income or other compensation earned by the President in connection with approved non-University outside activities shall be paid to and retained by the President, and such income or other compensation shall have no effect on the amount of salary, compensation, or benefits she is otherwise entitled to receive under this Agreement. The President shall use annual leave when attending to matters pertaining to such service if it is during normal work hours and requires a half day or more.

3.0 Term of Appointment; Evaluation

- 3.1 This appointment shall be for a term commencing on **January 1, 2025** and ending on **December 31, 2025**. This appointment may be extended for additional one-year terms if the Parties agree, subject to confirmation of re-appointment by the Florida Board of Governors (this appointment plus any extension shall be referred to herein as the "Term"). This appointment is subject to termination prior to the end of the Term as provided for in this Agreement, and by the applicable laws of the State of Florida, the regulations and policies of the University, and the regulations and policies of the Florida Board of Governors.

- 3.2 On or before May 1 each year, the President shall provide the Chair of the Board of Trustees ("Chair") with a list of proposed goals and objectives for the fiscal year beginning on July 1, to include targets to meet state accountability measures and the University's strategic plan. The Board, or a committee thereof, and the President shall discuss the President's proposed goals and objectives for the next fiscal year, after which time the finalized goals and objectives will be presented to the full Board for consideration and approval.
- 3.3 On or before May 1 of each year, the President shall initiate the evaluation process for the fiscal year ending on June 30 of such year by preparing a self-appraisal of performance as President for submission to the Chair and evaluation by any applicable committee of the Board and then for submission to the Board of Trustees, in accordance with guidelines established by the Board of Trustees as the Board may deem appropriate. The President agrees to furnish any additional relevant information requested by the Chair to aid the Board of Trustees in its annual performance review of the President.
- 3.4 The performance of the Board of Trustees of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the legislature for the current and future periods, and, to the extent set forth in Section 5.2 hereof, is subject to and contingent upon the availability of funds provided by the University of West Florida Foundation, Inc. (the Foundation).

4.0 Salary

- 4.1 For all services rendered by the President, the Board of Trustees shall pay her a salary at the base rate of Five Hundred Thirty-six Thousand Two Hundred Seventy-three and 00/100 Dollars (\$536,273.00) per year. This amount shall be payable according to the Board of Trustee's payroll policies and procedures and the pay plan applicable to the President's position, with applicable deductions, such as applicable taxes and benefits being withdrawn. The President shall be responsible for all income tax liability incurred as a result of this Agreement.
- 4.2 The President's salary shall be reviewed annually by the Board of Trustees in conjunction with the Board of Trustees' evaluation of job performance, as set forth in Section 3.3 of this Agreement, and shall be subject to adjustment in the Board's discretion. Additionally, the President shall be eligible for any salary increase generally applicable to University employees in her employment classification. Any adjustments granted pursuant to this paragraph shall be considered adjustments to the base salary described in Section 4.1.

5.0 Other Compensation

- 5.1 The Board of Trustees, at its sole discretion, may award an annual performance incentive of up to twenty percent (20%) of base salary to the President for achievement of performance incentive criteria set by the Board on an annual basis. The performance incentive criteria may include the annual goals and objectives agreed to pursuant to Section 3.2, the evaluation results pursuant to Section 3.3, the University's success in the

Board of Governor's performance-based funding plan, and/or other criteria established by the Board from time to time to reflect contemporary issues and concerns, strategic goals, and the current University work plan. Such annual performance incentive, if awarded, shall be paid to the President within 60 days of the date on which the performance incentive is approved by the Board.

- 5.2 During the Term of this Agreement and contingent upon the availability of funds, the Board shall not be responsible for, but authorizes and shall use its best efforts to cause the Foundation to contribute the portions of all payments provided for in this Agreement that exceed the limits set forth in Florida Statutes Section 1012.975.

6.0 Other Benefits

- 6.1 The President shall be eligible for all applicable State of Florida and University developed benefits authorized by the legislature or other authorized governing bodies based on her annual base salary, as may be limited by applicable law. The Board of Trustees further agrees that the President shall be entitled, at all times to all benefits applicable to executive service personnel in accordance with applicable provisions of University policy and Florida law.
- 6.2 The Board of Trustees authorizes a supplemental deferred compensation benefit equal to eighteen and nine-tenths percent (18.9%) of base salary during each year of service as President pursuant to this Agreement. This supplemental deferred compensation shall be in addition to regular state benefits and shall be contributed to a defined contribution 401(a) plan on

behalf of the President, subject to the limits under Internal Revenue Code Section 415(c). The President shall have the right to direct her own investments in the 401(a) plan, if desired. The supplemental deferred compensation shall be contributed to the 401(a) plan each payroll period, in accordance with regular payroll practices. Any portion of the supplemental deferred compensation that cannot be contributed to the 401(a) Plan due to the applicable limits shall be contributed instead to a qualified excess benefit arrangement under Internal Revenue Code Section 415(m).

- 6.3 The parties intend that all amounts payable under this Agreement comply with or are exempt from the provisions of Code Section 409A and the regulations thereunder, and this Agreement shall be interpreted and applied in accordance with such intent. Each payment hereunder shall be deemed a separate payment in a series of separate payments for purposes of Code Section 409A. Whenever the phrase "termination of employment" or a variation thereof is used in this Agreement, such term shall mean a "separation from service" within the meaning of Code Section 409A(a)(2)(A)(i). Notwithstanding the preceding provisions, the University shall have no obligation to the President for the tax consequences of any payment or benefit hereunder.
- 6.4 During the Term of this Agreement, the University shall pay or reimburse the President upon proper substantiation for the costs of a complete annual physical examination by a physician of the President's choice. Such payment or reimbursement will be made by the University to the extent the costs are not covered by the President's health insurance. Nothing

herein shall authorize the release to the University of the results of the examination or any other protected health information.

- 6.5 The President shall be entitled to the prevailing level of supplemental pay under applicable University policies designed to defray an employee's costs for a mobile phone and data device.

7.0 President's Housing

- 7.1 During the Term of this Agreement, the President shall receive an annual housing allowance of twenty-four thousand dollars (\$24,000) in lieu of the University providing a President's residence.

8.0 Automobile Allowance

- 8.1 During the Term of this Agreement, the President shall receive an annual automobile allowance of fourteen thousand dollars (\$14,000) for the use of her personal automobile in lieu of the University providing her with an automobile.

9.0 Expenses, Professional Dues, Meeting and Entertainment

- 9.1 During the Term of this Agreement, the President shall be reimbursed for reasonable and customary business expenses incurred by the President in furtherance of her duties hereunder, including but not limited to, reasonable expenses for travel (including for her spouse or companion when appropriate), meals, hotel accommodations, business related meetings and entertainment, and expenses incurred in connection with University-related professional or service organizations and activities, so

long as such reimbursement is consistent with applicable law and policy, upon submission by her of appropriate documentation thereof in compliance with applicable law and such policies and procedures relating thereto as the University or the Foundation may adopt from time to time.

- 9.2 It is understood that the President may travel extensively on behalf of the University and may enroll in frequent traveler programs. Discounts provided as a result of such memberships shall accrue to the University; accumulated "points" shall accrue to the President for business or personal use. When traveling on official business, the President is permitted to purchase business class airline tickets on flights lasting longer than four (4) hours in any one segment. A segment is defined as one take-off and landing.

10.0 Termination of the Agreement for Cause

- 10.1 Notwithstanding anything in this Agreement to the contrary, the parties agree that by a majority vote of the full Board, the Board of Trustees may terminate this Agreement at any time for cause. For this purpose, "cause" shall be defined as: (i) neglect or inattention by the President of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of her abilities after reasonably specific written notice of such neglect or inattention has been given to the President and she has continued such neglect or inattention during a subsequent period specified by the Board not less than thirty (30) days following her receipt of the written notice from the Board of Trustees that she is not in compliance; (ii) material, significant or repetitive violation of

this Agreement; (iii) grave dishonesty that adversely affects the University; (iv) conviction, a plea of guilty, or a plea of nolo contendere to a felony or of a misdemeanor involving moral turpitude; (v) fraud or dishonesty in the preparation, falsification or alteration of documents or records; or (vi) commission of or participation in any act, situation, or occurrence by the President which brings the President into public disrepute, contempt, scandal or ridicule, or failure by the President to conform her personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon University's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities.

- 10.2 In the event of termination for cause by the Board of Trustees pursuant to this Article 10, the President's employment with the University and tenure status shall cease, and she shall not be entitled to any further employment, compensation or benefits from the University in any capacity except for compensation and benefits accrued with respect to service rendered to the date of termination and except for benefits required to be continued by law.

11.0 Termination of the Agreement Without Cause, Resignation, and Post-Employment Benefits

- 11.1 Notwithstanding anything in this Agreement to the contrary, the parties agree that upon a majority vote of the full Board, the Board of Trustees

may terminate the Agreement at any time prior to the expiration of the Term without cause (cause is defined in Section 10.1), provided that the President is given ninety (90) days prior written notice.

- 11.2 The President may resign and thereby terminate the Agreement at any time prior to the expiration of the Term, provided that the President gives ninety (90) days prior written notice to the Board of Trustees. This notice period may be waived by the Board of Trustees.
- 11.3 If the Agreement is terminated without cause as provided in Section 11.1, if the President resigns as provided in Section 11.2, or if the Agreement is not renewed at the end of the Term and expires in accordance with the provisions hereof, the Employee shall be offered the opportunity to return to a position as a tenured Professor in the University's Department of Communication.
- 11.4 If the Employee chooses to return to faculty status in the Department of Communication on a standard in-unit, 9-month faculty employment contract, the Employee's salary as Professor shall be \$242,205.92. This salary guarantee shall extend for five (5) years of satisfactory performance as a tenured faculty member; thereafter, the Employee's salary shall be determined to reflect the market and performance.
- 11.5 Employee's workload as a tenured Professor in the Department of Communication will be distributed as follows: teaching – 25%, research - 25%, and service – 50%. Her work assignments will be coordinated with the Chair of the Department of Communication where Employee is tenured professor as of the date of this Agreement. The University will

make a one- time contribution of \$25,000 to fund a seed account to support her scholarly work.

- 11.6 If the Employee accepts the offer of employment under Section 11.3, she shall be eligible for a professional development leave immediately after her service ends as President and prior to commencing such new employment with the University. The length of this professional development leave shall be one (1) calendar year. During this leave period, if taken, the Employee's salary shall be equal to one-hundred percent (100%) of the base salary in effect as President immediately preceding the leave.
- 11.7 If the Employee desires to extend the professional development leave for a period exceeding one calendar year, the University will extend the professional development leave for up to one additional calendar year, however, any professional development leave exceeding one year will be unpaid professional development leave.
- 11.8 During the period of professional development leave Employee shall develop and enhance her skills as described below:
- a. Retooling for the Classroom
 - i. Although Employee has continued to teach occasionally, her duties as an administrator for the past 20 years have limited her ability to be prepared to resume a primary role in instruction.
 - ii. Employee will consult with the Chair of the Department of Communication regarding the areas in which she shall update her knowledge.

b. Research

- i. Employee will revive her earlier work in crisis communication and identify salient areas of scholarship supported by the discipline.
- ii. Employee will work toward attracting grants to support her research.

c. Service and Consulting

- i. Employee will continue the board memberships she may hold at the time her service as President ends, except for any board memberships that would normally be held by a sitting President.
- ii. Employee will continue consulting activities in which she may be engaged at the time her service as President ends. The University acknowledges that these activities may also include paid externships, or paid administrative assignments. These activities, whether paid or unpaid, are designed to hone Employee's skills as a communication professional and refine her understanding of best practices in higher education. Should any of these activities require a commitment by Employee beyond the one calendar year professional development leave, Employee may take unpaid professional development leave as set forth in paragraph 11.7.

- iii. Employee will engage in other professional development activities that will enhance her knowledge and skills in the field.

- 11.9 During the professional development leave, Employee will receive financial support for professional development leave activities, including travel expenses and tuition costs up to a maximum of \$12,000. These funds will be administered through the Office of the Provost. All such expenditures shall conform to University policies and practices.
- 11.10 During the professional development leave, Employee will observe and adhere to all UWF personnel policies, including but not limited to preparation and filing a report of any outside activities additional to those described in this Agreement.
- 11.11 Within thirty days after completion of professional development leave, Employee will report in writing to the Provost on her accomplishments during the professional development leave period.
- 11.12 The professional development leave shall be subject to return to work provisions as set forth in University Policy HR 19.00-2004/07, as it may be amended from time to time.

12.0 Termination of Agreement Due to President's Death or Disability

- 12.1 Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon the President's death or "permanent disability" (as hereinafter defined). Such termination shall be deemed to have occurred for "cause" and the President's employment with the University and tenure status shall cease, and she shall not be entitled to

any further employment, compensation or benefits from the University in any capacity except for compensation and benefits accrued with respect to service rendered to the date of termination and except for benefits required to be continued by law. For purposes of this Agreement, "permanent disability" shall be defined as the President's inability to perform the duties set forth in Section 1.2 for a minimum of six (6) continuous months.

- 12.2 In the event of the President's death during the Term of this Agreement, her spouse or, if none, her estate, shall receive all accrued compensation and benefits as of the date of her death to the extent permitted by law.

13.0 Non-binding Mediation

- 13.1 The Board of Trustees and the President agree that if any dispute arises concerning this Agreement, they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the Board and the President agree that they will submit the dispute to non-binding mediation in Pensacola, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. The University and the President will use their best efforts, to the extent permitted under Florida law, to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted under Florida law, they will use their best efforts to ensure that such persons do not further disclose any such information. The University and the President agree that

no mediator or arbitrator may have any material ongoing relationship with the University.

14.0 Notice

14.1 Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University:

Chairperson
University of West Florida Board of Trustees
11000 University Parkway, Building 10
Pensacola, Florida 32514

If to the President:

Dr. Martha D. Saunders, President
University of West Florida
11000 University Parkway, Building 10
Pensacola, Florida 32514

With a copy to:

Office of General Counsel
University of West Florida
11000 University Parkway, Building 10
Pensacola, Florida 32514

15.0 General Cooperation Covenant

15.1 Without limitation of the obligations specified in Sections 1 and 2 of this Agreement and applicable University rules, regulations, policies and procedures, the President agrees to cooperate fully in any reviews or

investigation involving University matters in which she may possess pertinent information. This obligation shall survive the expiration or earlier termination of this Agreement.

16.0 Entire Agreement: Modification

16.1 This Agreement constitutes the entire understanding of the parties and supersedes any and all prior or contemporaneous representations or Agreements, whether written or oral, between the parties. There are no other promises, understandings, obligations, inducements, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement.

16.2 This Agreement cannot be changed or modified unless accomplished in writing and signed by the parties. Any adjustments to base salary made pursuant to Section 4.2 above, and any awards of performance incentive compensation pursuant to Section 5.1 above, shall not be considered modifications of this Agreement, but shall be effective in accordance with the terms of such Section 4.2 or 5.1. as applicable.

17.0 Severability

17.1 The terms of this Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible.

18.0 Governing Law and Forum

- 18.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida.
- 18.2 Notwithstanding any other terms and conditions of this Agreement, either party may bring an action for the sole and limited purpose of enforcing the terms and conditions of this Agreement in any court of competent jurisdiction. Venue shall be in Escambia County, Florida.

19.0 Understanding of the Agreement

- 19.1 Both parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms. Both parties have participated in the preparation of this Agreement. Therefore, the Agreement shall not be construed against or in favor of either party based upon which party was responsible for the drafting of the Agreement.

20.0 Public Disclosure of the Agreement

- 20.1 Both Parties agree and acknowledge that this Agreement may be subject to the Florida public records law, Chapter 119, Florida Statutes or other provisions, and may, therefore, be subject to disclosure by and in the manner provided by law.

21.0 Waiver

21.1 No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

22.0 Assignment

22.1 This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

23.0 Execution and Counterparts

23.1 This Agreement may be executed in counterparts and by the parties on separate counterparts each of which, when so executed, shall constitute but one and the same instrument.

24.0 No Trust Fund

24.1 Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that the President acquires a right to receive payments from the University, such rights shall be no greater than the right of any unsecured, general creditor of the University.


25.0 Miscellaneous

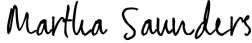
25.1 The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board,"

"Board of Trustees" and "University," where applicable or appropriate, shall include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

THEREFORE, Dr. Martha D. Saunders and Suzanne Lewis, Chair, an authorized representative of the University of West Florida Board of Trustees, have executed this Agreement on the dates appearing below.

ON BEHALF OF THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

DocuSigned by:	
	10/24/2024
<small>03098AC95429448</small>	
Suzanne Lewis, Chair	Date

Signed by:	
	10/22/2024
<small>D54A387C376848D...</small>	
Dr. Martha D. Saunders	Date

Approved for form and legal sufficiency:

DocuSigned by:	
	10/18/2024
<small>88ADB3B5F6EC4EF...</small>	
Susan A. Woolf, General Counsel	Date
Office of the General Counsel	

Board of Trustees
Full Board Meeting
May 27, 2025

Appointment of Interim President

Recommended Action:

Appoint the Interim President, select the effective date, and delegate authority to the Chair to negotiate a contract with the Interim President, to be brought back before the BOT for approval.

Background Information:

The Board of Governors regulation 1.001, University Board of Trustees Powers and Duties, states in part:

In the event that a board of trustees selects an interim president, such selection is subject to confirmation of the candidate by the Board of Governors. If it is determined by the board of trustees to be in the best interests of the university, the interim president selected by the board may be delegated full authority to serve as the interim president during the period prior to confirmation by the Board of Governors. Continued service as interim president requires confirmation by the Board of Governors, and the candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation will be considered. Such meeting will be held as soon as practicable to ensure a timely transition.

(BOG Reg. 1.001(5)(e)).

Implementation Plan:

The Board shall establish the timeline and implementation plan.

Fiscal Implications:

The employment agreement with the Interim President will identify compensation.

Relevant Authority:

BOG Regulation 1.001 University Board of Trustees Powers and Duties

Supports Strategic Direction(s):

This item supports all seven Strategic Directions.

Supporting Documents:

1. BOG Regulation 1.001 University Board of Trustees Powers and Duties

Prepared by:

Anna Lochas, BOT Liaison, alochas@uwf.edu

Presenter:

Rebecca Matthews, Chair

1.001 University Board of Trustees Powers and Duties

(1) Pursuant to Article IX, section 7(c), Florida Constitution, the Board of Governors shall establish the powers and duties of the board of trustees as set forth herein and as may be established in Board of Governors' regulations. This regulation supersedes the delegation of authority to the boards of trustees contained in the Board of Governors' Resolution dated January 7, 2003. The intent of this regulation is to delegate powers and duties to the university boards of trustees so that the university boards have all of the powers and duties necessary and appropriate for the direction, operation, management, and accountability of each state university.

(2) Composition of Boards; Membership and Organization.

- (a) Each university shall be administered by a board of trustees, consisting of thirteen members dedicated to the purposes of the State University System. Each university board of trustees includes six members appointed by the Governor and five members appointed by the Board of Governors, all of whom must be confirmed by the Senate. All trustees are required to attend a Board of Governors orientation session, preferably prior to service on the university board. The chair of the faculty senate, or the equivalent, and the president of Student Government, or the equivalent, are also members. Board of trustee members shall serve staggered terms of five years and may be reappointed for subsequent terms, except for the faculty and student representatives who shall serve for the duration of the term of their respective elected offices. All members are public officers subject to the requirements of the Florida Code of Ethics.
- (b) Each board of trustees shall select its chair and vice chair from the appointed members. Each chair shall serve for two years and may be reselected for one additional consecutive two-year term. Any exception to this term of office must be approved by a two-thirds vote of the board of trustees.
- (c) The duties of the chair shall include presiding at all meetings of the board of trustees, calling special meetings of the board of trustees, attesting to actions of the board of trustees, and notifying the Board of Governors or the Governor, as applicable, in writing whenever a board member has three consecutive unexcused absences from regular board meetings in any fiscal year, which may be grounds for removal as provided in section 1001.71, Florida Statutes.
- (d) The university president shall serve as the chief executive officer to the board of trustees and shall be responsible to the board of trustees for all operations of the university and for setting the agenda for meetings of the board of trustees in consultation with the chair.
- (e) Members of the boards of trustees shall receive no compensation but may be reimbursed for travel and per diem expenses as provided in section 112.061, Florida Statutes.
- (f) Each board of trustees shall establish the powers and duties of the university president.

- (g) Each board of trustees shall be a public body corporate with all the powers of a body corporate, including the power to adopt a corporate seal, to contract and be contracted with, to sue and be sued, to plead and be pleaded in all courts of law and equity, and to give and receive donations. In all suits against the board of trustees, service of process shall be made on the chair of the board of trustees or on a university designee.
- (h) Each board of trustees shall be primarily acting as an instrumentality of the state pursuant to section 768.28, Florida Statutes, for purposes of sovereign immunity.
- (i) Each board of trustees is subject to the public records and open meetings requirements set forth in Article I, section 24 of the Florida Constitution and laws implementing that section.
- (j) Each board of trustees shall keep and, within two weeks after a board meeting, post prominently on the university's website detailed meeting minutes for all meetings, including the vote history and attendance of each trustee, as provided in section 1001.71, Florida Statutes.

(3) University Administration and Oversight.

- (a) Each board of trustees shall be responsible for the administration of its university in a manner that is dedicated to, and consistent with the university's mission which shall be otherwise consistent with the mission and purposes of the State University System as defined by the Board of Governors.
- (b) Each board of trustees may establish committees of the board to address matters including, but not limited to, academic and student affairs, strategic planning, finance, audit, property acquisition and construction, personnel, and budgets.
- (c) Each board of trustees shall adopt a strategic plan in alignment with the Board of Governors' systemwide strategic plan and regulations, and the university's mission. University strategic plans shall be submitted to the Board of Governors for approval.
- (d) Each board of trustees shall prepare an accountability plan and submit updates on an annual basis for consideration by the Board of Governors. The accountability plan shall outline the university's top priorities, strategic directions, and specific actions for achieving those priorities, as well as progress towards previously approved institutional and System-wide goals.
- (e) Each board of trustees shall have a policy addressing conflicts of interest for its members.
- (f) Each board of trustees shall maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.

- (g) Each board of trustees may promulgate regulations and procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.
- (h) Each board of trustees is authorized to secure comprehensive general liability insurance.
- (i) Each board of trustees may provide for payment of the cost of civil actions against officers, employees, or agents of its board.
- (j) Each board of trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.
- (k) Each board of trustees may govern traffic on the grounds of the university and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.
- (l) Each board of trustees shall be responsible for campus safety and emergency preparedness, to include safety and security measures for university personnel, students, and campus visitors.
- (m) Each board of trustees is authorized to create divisions of sponsored research and establish policies regulating the administration and operation of the divisions of sponsored research.

(4) Academic Programs and Student Affairs.

- (a) Each board of trustees shall adopt university regulations or policies, as appropriate, in areas including, but not limited to:
 - 1. authorization and discontinuance of degree programs;
 - 2. articulation and access;
 - 3. admission and enrollment of students;
 - 4. minimum academic performance standards for the award of a degree;
 - 5. student financial assistance;
 - 6. student activities and organizations;
 - 7. student records and reports;
 - 8. antihazing, related penalties, and program for enforcement;
 - 9. reasonable accommodation of religious observances; and
 - 10. uniform student code of conduct and related penalties. Such regulations or policies shall be consistent with any applicable Board of Governors' regulations.
- (b) Each board of trustees shall establish a committee to periodically review and evaluate the student judicial system. At least one-half of the members of the committee shall be students appointed by the student body president.

- (c) Each board of trustees shall approve the internal procedures of student government organizations.
 - (d) Each board of trustees of an institution with an intercollegiate athletics program, shall require that institutional control and oversight of its intercollegiate athletics program is in compliance with the rules and regulations of their respective athletic conference or association. The university president is responsible for the administration of all aspects of the intercollegiate athletics program.
- (5) Personnel.
- (a) Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment, recruitment and selection, non-reappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure, and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment. To the extent allowed by law, university employees shall continue to be able to participate in the state group insurance programs and the state retirement systems.
 - (b) Each board of trustees must ensure that its personnel program and the university's implementation of the program comply with section 1001.7415, Florida Statutes. Failure to comply with section 1001.7415, Florida Statutes, may subject the board of trustees and the university to the enforcement mechanisms in section 1008.322, Florida Statutes.
 - (c) Each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.
 - (d) Each board of trustees shall select its university president subject to confirmation of the candidate by the Board of Governors and in accordance with the requirements of Regulation 1.002. A presidential search committee shall be appointed to make recommendations to the full board of trustees. The board of trustees shall select a candidate for confirmation by the Board of Governors. Prior to confirmation, the board of trustees shall submit a written description of the selection process and criteria, the qualifications of the selected candidate, and a copy of the proposed employment contract to the Board of Governors for its consideration in confirming the candidate. The candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation of the candidate will be considered. Such meeting will be held as soon as practicable to ensure a timely transition. Renewals of presidential employment contracts shall be subject to confirmation by the Board of

Governors and shall be limited to one-year terms.

- (e) In the event that a board of trustees selects an interim president, such selection is subject to confirmation of the candidate by the Board of Governors. If it is determined by the board of trustees to be in the best interests of the university, the interim president selected by the board may be delegated full authority to serve as the interim president during the period prior to confirmation by the Board of Governors. Continued service as interim president requires confirmation by the Board of Governors, and the candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation will be considered. Such meeting will be held as soon as practicable to ensure a timely transition.
 - (f) Each board of trustees shall develop guidelines for the annual evaluation of the president.
 - (g) Each board of trustees shall conduct an annual evaluation of the president. The chair of the board of trustees shall request input from the Chair of the Board of Governors, who may involve the Chancellor, during the annual evaluation process pertaining to responsiveness to the Board of Governors' strategic goals and priorities, and compliance with system wide regulations.
- (6) Financial Management.
- (a) Each board of trustees shall be responsible for the financial management of its university and shall submit an institutional budget request, including a request for fixed capital outlay, and an operating budget to the Board of Governors for approval in accordance with the guidelines established by the Board of Governors.
 - (b) Each board of trustees shall establish tuition and fees in accordance with regulations established by the Board of Governors.
 - (c) Each board of trustees shall establish waivers for tuition and fees pursuant to regulations established by the Board of Governors.
 - (d) Each board of trustees shall engage in sound debt management practices for the issuance of debt by the university and its direct support organizations and shall comply with the guidelines established by the Board of Governors in connection with the authorization, issuance and sale of university and direct support organization debt.
 - (e) Each board of trustees shall account for expenditures of all state, local, federal, and other funds in accordance with guidelines or regulations established by the Board of Governors, and as provided by state or federal law.
 - (f) Each board of trustees may enter into agreements for, and accept, credit card payments as compensation for goods, services, tuition, and fees.

- (g) Each board of trustees shall establish policies and procedures for the performance of annual internal audits of university finances and operations. All reports generated from such audits must be submitted to the Board of Governors after review and acceptance by the board of trustees, or its designee.
- (h) Each board of trustees and each direct support organization shall submit annual financial statements to the Board of Governors.

(7) Property and Purchasing.

- (a) Each board of trustees and university direct support organization must obtain prior approval from the Board of Governors before entering into a binding contractual obligation to improve real property that will result in the board or the direct support organization seeking a commitment of state funds for the development, construction, operation, or maintenance of an educational or research facility.
- (b) Each board of trustees shall have the authority to acquire real and personal property and contract for the sale and disposal of same, and approve and execute contracts for purchase, sale, lease, license, or acquisition of commodities, goods, equipment, and contractual services, leases of real and personal property, and construction. The acquisition may include purchase by installment or lease-purchase. Such contracts may provide for payment of interest on the unpaid portion of the purchase price.
- (c) With respect to state-funded real property acquisitions, each board of trustees may, with the consent of the Board of Trustees of the Internal Improvement Trust Fund, sell, convey, transfer, exchange, trade, or purchase real property and related improvements necessary and desirable to serve the needs and purposes of the university.
 - 1. The board of trustees may secure appraisals and surveys in accordance with the policies and procedures of the Board of Trustees of the Internal Improvement Trust Fund. Whenever the board of trustees finds it necessary for timely property acquisition, it may contract, without the need for competitive selection, with one or more appraisers whose names are contained on the list of approved appraisers maintained by the Division of State Lands in the Department of Environmental Protection.
 - 2. The board of trustees may negotiate and enter into an option contract before an appraisal is obtained. The option contract must state that the final purchase price may not exceed the maximum value allowed by law. The consideration for such an option contract may not exceed 10 percent of the estimate obtained by the board of trustees or 10 percent of the value of the parcel, whichever is greater, unless otherwise authorized by the board of trustees.

3. Title to property acquired by a university board of trustees prior to January 7, 2003, and to property acquired thereafter with state funds shall vest in the Board of Trustees of the Internal Improvement Trust Fund. With respect to all other real property acquired by a university, such property shall be titled in the name of the university board of trustees, or as the trustees of the university may deem appropriate.
- (d) Each board of trustees shall submit to the Board of Governors, for approval, plans for all new campuses and instructional centers.
 - (e) Each board of trustees shall administer a program for the maintenance and construction of facilities.
 - (f) Each board of trustees may exercise the right of eminent domain pursuant to the provisions of chapter 1013, Florida Statutes.
 - (g) Each board of trustees shall be responsible for the use, maintenance, protection, and control of, and the imposition of charges for, university-owned or university-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the university.
 - (h) With respect to any funds or real or personal property designated by will, deed, agreement, or court appointment to be held in trust for the benefit of the university, or its students, faculty members, officers, or employees, or otherwise, or for any educational purpose, a university board of trustees is authorized to act as trustee with full legal capacity as trustee to administer such trust property and, in such event, the title there to shall vest in the board of trustees as trustee. In all such cases, the university board of trustees shall have the power and capacity to do and perform all things as fully as any individual trustee or other competent trustee might do or perform, and with the same rights, privileges, and duties including the power, capacity, and authority to convey, transfer, mortgage, or pledge such property held in trust and to contract and execute all other documents relating to said trust property which may be required for or appropriate to the administration of such trust or to accomplish the purposes of any such trust. Nothing herein shall be construed to authorize a board of trustees to contract a debt on behalf of, or in any way to obligate, the state; and the satisfaction of any debt or obligation incurred by the board as trustee under the provisions of this section shall be exclusively from the trust property, mortgaged or encumbered.
 - (i) Each board of trustees shall prepare and adopt a campus master plan pursuant to section 1013.30, Florida Statutes.
 - (j) Each board of trustees shall prepare, adopt, and execute a campus development agreement pursuant to section 1013.30, Florida Statutes.
 - (k) Each board of trustees may authorize the rent or lease of parking facilities, provided that such facilities are funded through parking fees or parking fines imposed by a university. A board of trustees may authorize a university to charge fees for parking at such rented or leased parking facilities and parking fines.

- (l) Each board of trustees shall promulgate regulations that establish basic criteria related to the procurement of commodities and contractual services.
 - (m) Each board of trustees shall be responsible for the fire safety and sanitation of public educational and ancillary plants.
- (8) Miscellaneous Powers and Duties.
- (a) Each board of trustees is authorized to form such corporate entities as are necessary to establish and maintain faculty practice plans for the collection, distribution, and regulation of fees generated by faculty members engaged in the provision of health care services to patients as an integral part of their academic activities and employment as faculty. Each such faculty practice plan must be adopted by the board of trustees in accordance with regulations of the Board of Governors and approved by the Board of Governors.
 - (b) Each board of trustees is authorized to establish direct support organizations and university health services support organizations and certify them to use university property, facilities, and services.
 - (c) Each board of trustees may establish educational research centers for child development.
 - (d) Each board of trustees is authorized to protect, develop, and transfer the work products of university personnel and other university agents and contractors, which authority shall include but not be limited to licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks on such products. Each board of trustees shall have policies and procedures concerning the work products of university personnel that facilitate technology development and transfer for the public benefit. Such policies must include, without limitation, provisions that take into account the contributions of university personnel in the development of work products and that require any proceeds from such work products be used to support the research and sponsored training programs of the university.
 - (e) Each board of trustees is responsible for compliance with all applicable laws, rules, regulations, and requirements.
 - (f) Each board of trustees shall perform such other duties as provided by the Board of Governors, or as each board of trustees may determine are necessary or appropriate for the administration of the university so long as the trustees comply with any applicable laws and Board of Governors' regulations and policies.

Authority: Section 7(c), Art. IX, Fla. Const., Section 1001.7415, Florida Statutes;
History: Resolution 1-07-03, New 3-26-09, Amended 09-16-10, Amended 08-31-17,
Amended 11-09-22; Amended 11-09-23; Amended 03-27-24.

Board of Trustees
Full Board Meeting
May 27, 2025**Presidential Search – Executive Search Firm and Executive Compensation Analysis**

Recommended Action:

Delegate authority to the BOT Chair to retain the services of an executive search firm and to obtain an executive compensation analysis for the presidential search.

Background Information:

Each board of trustees shall select its university president subject to confirmation of the candidate by the Board of Governors and in accordance with the requirements of BOG Regulation 1.002 and BOT bylaws section 2.8. A presidential search committee shall be formed by the Board of Trustees Chair in consultation with the Board of Governors Chair. The committee shall consist of no more than 15 members as further described in the regulation.

The BOT or its designee may retain the services of an executive search firm or consultant, which shall be selected in a manner consistent with a competitive solicitation process if one is required. Any search firm or consultant that is retained must confirm in writing that it is familiar with and will abide by Florida sunshine law and the requirements of Section 1004.098, Florida Statutes.

The BOT or its designee shall obtain an executive compensation analysis that meets the requirements of BOG Reg. 1.002(1)(b)1. The analysis can be conducted by an outside consultant or firm.

Implementation Plan:

The executive search firm and a consultant to prepare an executive compensation analysis will be retained in accordance with Procurement requirements, including engaging in a competitive solicitation if one is necessary.

Fiscal Implications:

Compensation for an executive search firm and compensation for a consultant to prepare an executive compensation analysis are TBD.

Relevant Authority:

1. BOG Regulation 1.001 University Board of Trustees Powers and Duties
2. BOG Regulation 1.002 Presidential Search and Selection

Supports Strategic Direction(s):

This item supports all seven Strategic Directions.

Supporting Documents:

1. BOG Regulation 1.002 Presidential Search and Selection

Prepared by:

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Presenter:

Rebecca Matthews, Chair

1.002 Presidential Search and Selection

(1) Pursuant to a delegation of authority from the Board of Governors, each board of trustees is responsible for conducting a search and selecting a candidate to serve as the president of the institution, subject to confirmation of the candidate by the Board of Governors. To ensure that the search process is transparent, effective, and consistent with state law and with the priorities of the Board of Governors and the constituent university, each university board of trustees must conduct the search process in accordance with the following criteria:

(a) The Chair of the board of trustees, in consultation with the Chair of the Board of Governors, as ex officio member of the search committee for the limited purpose of completing (1)(c)(9), shall appoint the members of a search committee comprised of no more than 15 members, two of whom must be the Chair of the Board of Governors' designees, which will consist of a member of the Board of Governors and a committee member at-large, and at least three of whom are members of the board of trustees. Committee members selected to serve on the search committee should consist of individuals from the institution's faculty, the student body, the institution's foundation board, and, if applicable, the institution's financing corporation board. However, none of the individuals selected to serve on the search committee should hold positions that report directly to the president. In addition, the Chair of the board of trustees should consider appointing alumni, donors, and/or members from the community where the institution is located to serve on the search committee. The Chair of the board of trustees will appoint, with the concurrence of the Chair of the Board of Governors, a trustee member of the search committee to serve as chair of the committee. The Chair of the board of trustees may not serve as the search committee chair.

(b) The board of trustees or its designee:

1. shall obtain an executive compensation analysis that encompasses all components of compensation (salary, benefits, bonuses, and all other forms of remuneration) and that takes into consideration compensation paid to the current president, presidents of peer institutions, as well as other relevant factors (such as market trends, the available qualified pool and relevant competition for candidates), from which the search committee will establish a range of compensation that will be submitted to the board of trustees for approval and use by the board of trustees or its designee in negotiating the employment contract with the final candidate; may retain the services of an executive search firm/consultant, subject to a competitive procurement process or use of a competitively procured, pre-qualified list, if total compensation will exceed the threshold established in Board Regulation 18.001; and any search firm/consultant that is retained must confirm, in writing, that it is familiar with and will comply with Florida's Sunshine laws in chapters 119 and 286, Florida Statutes, and the confidentiality requirements in section 1004.098, Florida Statutes, applicable to executive searches; and
2. shall provide a charge to the search committee that outlines the scope of the search, the estimated timeline for the search, and the committee's responsibilities.

(c) The search committee, assisted by the executive search firm/consultant (if retained), will be responsible for:

1. oversight of a webpage on the institution's website that includes a link to the home page for meetings related to the search and information on the means of providing stakeholder input, which shall be maintained for purposes of transparency;
2. establishing a calendar of public events for the process as they are planned that takes into account the need to align the timing of the selection process with the estimated timeline specified by the board of trustees to the extent feasible, and meeting dates of the board of trustees, and of the Board of Governors for purposes of the confirmation process;
3. developing recommended position criteria that are consistent with the institution's mission, strategic plan and aspirational goals, which shall be approved by the board of trustees;
4. approving a marketing plan, that will be submitted to the board of trustees;
5. identifying individuals who may apply, be nominated, or recruited, taking into consideration their experience, qualifications and leadership capabilities under the position criteria to produce a pool of qualified applicants;
6. vetting applicants by, at a minimum, ensuring that:
 - i. the committee reviews, as soon as possible but no later than seven (7) days prior to the interview of any applicant, available public records and online resources in order to narrow the pool of qualified applicants who will be invited to participate in interviews with the search committee;
 - ii. any issues of concern identified in the public records or online resources are shared with and addressed by the committee and applicant, prior to the applicant being advanced to the board of trustees;
 - iii. the references of candidates to be referred to the board of trustees are thoroughly checked and reviewed by the committee prior to advancing applicants to the board of trustees;
 - iv. any information solicited from applicants in the vetting process is necessary to conduct a background check, or is germane to the position description.
7. determining, under the position criteria, the applicants to be interviewed by the search committee, which may be accomplished, for example, by categorizing applicants from highly qualified to unqualified and conducting a ranking or series of rankings of the applicants to determine where there is consensus. Any ranking process must be completed by search committee members, during a meeting, on the record and where contemporaneous discussion of such rankings can

take place;

8. conducting those first applicant interviews, based on the format and parameters set forth by the committee. If the interviews are in-person, at least one board of trustees committee member must attend the interviews in person. The committee will utilize the same preliminary questions for each applicant and is authorized to include additional applicant-specific questions related to the applicant's submitted materials or background vetting findings obtained through public records or online resources;
 9. recommending an unranked list of final applicants who are qualified under the position criteria to further the institution's mission, goals and priorities for on-campus meetings or forums with faculty, students, and other stakeholders and for consideration and on-campus interviews by the board of trustees, subject to the prior review and approval by the Chair of the Board of Governors. The search committee is required to submit more than two qualified applicants, selected by a majority vote of the search committee, to the board of trustees for consideration, other than in exceptional circumstances making fulfillment of this requirement infeasible, in which case the committee must discuss why fewer than three applicants are being recommended and whether additional applications should be considered. If more than two candidates are not coming forward, the board of trustees must be notified of the reason and may decline to act;
 10. informing all members of the committee if any applicant withdraws from consideration prior to the board of trustees' consideration of finalists; and
 11. notifying the search committee chair and the Chancellor if, at any time during the search committee process, a member identifies concerns or issues related to the process or the search committee's compliance with law or Board of Governors regulations. The Chancellor, in consultation with the Chair of the Board of Governors and Board of Governors' General Counsel, will issue guidance on the appropriate course of action.
- (d) The board of trustees or its designee, with the assistance of the executive search firm/consultant (if retained), shall then be responsible for:
1. ensuring that at least a preliminary criminal, financial, education and professional background check is conducted for the final applicants who are recommended by the search committee to interview with the board of trustees; ensuring that additional screening of those applicants is conducted by contacting other persons or entities that can provide additional information relevant to the position criteria on the applicant's job performance in his or her current and past positions, an assessment of the applicant's leadership capabilities and management style, ability to work with various stakeholders, and expected effectiveness as an advocate for the institution and the State University System; and

- ensuring that a background check of the president-elect is finalized prior to recommendation of the president-elect to the Board of Governors for confirmation;
2. holding on-campus meetings with faculty, students, and other stakeholders and conducting final interviews with the board of trustees;
 3. selecting a final qualified candidate under the position criteria as president-elect for recommendation to the Board of Governors for confirmation;
 4. drafting an employment contract covering the financial and key performance terms, to be reviewed by the Board of Governors general counsel prior to execution for compliance with state law, that is consistent with the compensation range approved by the board of trustees, that is contingent upon confirmation of the candidate by the Board of Governors; and includes an express bonus structure that is in alignment with key performance terms. It is recommended that the terms be consistent with the university's performance based funding metrics and accountability plan, but universities are not limited to these standards. If a university chooses alternative criteria, such criteria and an estimated timeframe for the determination of the criteria must be communicated to the Board of Governors; and
 5. submitting a written description of the selection process and criteria, the president-elect's qualifications, and a copy of the employment contract to the Board of Governors for consideration in the confirmation process. The president-elect is not eligible to commence employment with the institution or execute the employment contract prior to confirmation by the Board of Governors.

(2) The Board of Governors' member who serves on the search committee shall be responsible for:

- (a) reporting on the progress of the search and selection process at each regularly scheduled meeting of the Board, and shall serve as a member of any search committee subcommittee established for the purpose of analyzing the appropriate range of compensation for the final candidate. As part of the member's report to the Board, the member will keep the Board informed on matters relating to the range of compensation and other material terms of any proposed employment contract discussed by the search committee or the board of trustees during the search process; and
- (b) informing the search committee at a scheduled meeting of the committee of concerns raised by members of the Board of Governors related to compensation or other material terms of proposed employment contracts.

(3) All persons with access to confidential applicant information protected by section 1004.098, Florida Statutes, shall execute a non-disclosure agreement to ensure confidentiality of the information as required by law. Failure to abide by the requirements of the non-disclosure agreement may subject an individual to civil or criminal penalties under Florida's Sunshine Laws.

(4) The Chancellor shall brief the president-elect in preparation for the meeting at which the president-elect shall be presented to the Board of Governors for confirmation.

(5) The president-elect shall personally appear before the Board of Governors at a scheduled meeting for an interview as part of the confirmation process. The Chair of the board of trustees, or designee, will describe the search process and the material terms of the proposed employment contract, and introduce the president-elect to the Board. The president-elect should be prepared to respond to questions related to the institution's mission under its strategic plan, general awareness of institutional and system metrics, and any priorities established by the Board of Governors for the institution.

(6) Amendments to this regulation are effective to active presidential searches and are applicable prospectively.

Authority: Section 7(d), art. IX, Fla. Const.; Fla. Stat. 1001.706, 1004.098; History: New 06-23-16, Amended 08-31-17, Amended 11-09-22, Amended 09-08-23, Amended 03-27-24, Amended 10-18-24.

Board of Trustees
Full Board Meeting
May 27, 2025**PPEM Ad Hoc Committee**

Recommended Action:
Informational

Background Information:

The Board of Trustees is responsible for assessing the President's performance, goals and compensation. The BOT's Presidential Performance Evaluation & Metrics Ad Hoc Committee is delegated the responsibility for organizing and conducting the annual review process with the President and making recommendations related to the outcome of the annual review, the annual goals and the President's compensation to the full Board.

The Presidential Performance Evaluation and Metrics Ad Hoc Committee will be meeting on May 27, 2025, at 10:00 a.m. to discuss the 2024-2025 Presidential Evaluation.

Implementation Plan:
N/A

Fiscal Implications:
N/A

Relevant Authority:
University Policy BOT-14-14.01-06/17 Presidential Evaluation Policy

Supports Strategic Direction(s):
This item supports all seven Strategic Directions.

Supporting Documents:
1. University Policy BOT-14-14.01-06/17 Presidential Evaluation Policy

Prepared by:
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Presenter:
Rachel Moya, PPEM Ad Hoc Committee Chair



UNIVERSITY POLICY BOT-14.01-06/17

POLICY TITLE: PRESIDENTIAL EVALUATION POLICY

EFFECTIVE DATE: JUNE 30, 2017

POLICY/PURPOSE: PRESIDENTIAL EVALUATION

To establish a policy concerning the annual evaluation of the University President.

RESPONSIBLE OFFICE: BOARD OF TRUSTEES

I. Purpose

This policy supplements Florida Board of Governors (“BOG”) regulations and provides guidelines for conducting the annual review and assessment of the President’s performance, goals, and compensation by the University of West Florida Board of Trustees (“Board”).

II. Responsibility

The Board is responsible for assessing the President’s performance, goals and compensation. The Board’s Presidential Performance Evaluation & Metrics Ad hoc Committee (“Committee”), as its members shall mutually decide and within the parameters of this policy, is delegated the responsibility for organizing and conducting the annual review process with the President and making recommendations related to the outcome of the annual review, the annual goals and the President’s compensation to the full Board.

III. Principles

- a. The following principles will guide and inform the Presidential evaluation process:
 1. The review should derive from explicit values of the University;
 2. Clarify the Board’s expectations of the President and confirm specific annual goals for the President;
 3. The evaluation of the President is a non-delegable responsibility of the Board; while other viewpoints will be considered, specifically those of the faculty at the University, the Board will take direct responsibility for the evaluation;
 4. The evaluation process should be a reciprocal process that includes a self-evaluation from the President;
 5. The evaluation should focus on the how well the President advances the major institutional objectives of the University;
 6. A formal review should be conducted annually, immediately following the academic year. Informal evaluations should occur more frequently, in the form of informal conversations between the President and the Board chair;

7. The evaluation should facilitate the creation of goals for the coming year by the President in consultation with the Board.

IV. Evaluative Criteria

- a. **Recurring Criteria.** The Board shall evaluate the President based on certain criteria on an annual basis. This list of recurring criteria are meant to reflect core competencies of the office of the president, including:
 1. The BOG's Performance Based Funding Metrics/Strategic Plan;
 2. Responsiveness to the BOG's strategic goals and priorities, and compliance with system-wide regulations;
 3. The President's self-evaluation report;
 4. The University's then current strategic plan, university work plan, and accountability report;
 5. President's then current goals.
 6. Responsible fiscal management of the university;
 7. Responsible supervision of key personnel;
 8. Positive governmental and community relations;
 9. Promotion of academic excellence and student success at the University;
 10. Promotion of ethical conduct at the University;
 11. Promotion of the reputation of the University;
 12. Promotion of advantageous relationship with University affiliated entities;
 13. University Advancement & Fundraising;
 14. KPI's in the Presidential Scorecard.
- b. **Non-recurring criteria.** The evaluation may also include criteria, mutually agreed upon by the Board and the current President, that are designed to address the current needs and goals of the University. (For example, the Board and the current President could identify "increasing enrollment for university campuses by 1%" or "development of a portal for online resources" as non-recurring evaluation criteria).
- c. **Board Assessment.** Each Trustee is required to evaluate the President annually, using the form distributed at the beginning of each evaluation period.
- d. **BOG Assessment.** The chair of the Board shall request input from the Chair of the BOG, who may involve the Chancellor, during the annual evaluation process as set forth in BOG Regulation 1.001(5)(f).
- e. **Campus community assessment.** On a periodic basis, the input from current faculty, staff, students, and other constituents of the University may be sought for consideration.

V. Measurement

- a. **Using Criteria:** The Board will measure the president's performance during the evaluation period against each recurring and non-recurring criteria to determine whether the President's performance:
 1. Exceeded Expectations: Characterized by consistently superior achievement in the criteria area being evaluated. Performance at this level clearly demonstrates the President of the University of West Florida exceeded the Board's expectations regarding the evaluative criteria;

2. Met Expectations: Characterized as consistent achievement and reliable performance, demonstrating a high level of competency in the criteria being evaluated that has met the expectations of the Board.
 3. Below Expectations: Characterized as performance in the criteria being evaluated that has not met the expectations of the Board.
- b. Overall: The Board shall also evaluate the president's performance, as a whole, as Exceeding Expectations, Meeting Expectations, or Below Expectations.

VI. Evaluation Period/Goal Setting/Timeline

- a. Evaluation Period. The Board shall review the performance of the President on an annual basis. The evaluation period will be July 1 through June 30.
- b. Goal Setting
 1. On or before May 1 of each year, the President will submit his or her proposed goals and objectives for the upcoming evaluation period to include targets to meet state accountability measures and the University's strategic plan to the Board Chair and the Committee.
 2. The Committee will discuss the goals for the upcoming year with the President and present the proposed goals at next full Board meeting for discussion and approval.
 3. The Board Chair will conduct a mid-year review of the proposed goals with the President on or before January 30; if any of the goals require adjustment, they will be addressed with the Committee and then presented at the full Board meeting.
- c. Annual Performance Evaluation Timeline. For purposes of performance evaluation, the board shall use the following timeline as recommended target dates:
 1. On or before May 1 each year, the President shall initiate the annual review process for the fiscal year ending on June 30 of such year by preparing a self-appraisal of performance as President for submission to the Board Chair and evaluation by the Committee, and then for submission to the Board.
 2. Once the President has submitted the self-evaluation to the Board Chair, the Board Chair shall request the Chair of the BOG's input in the annual evaluation in accordance with IV.d.
 3. The Committee will evaluate the President's performance using the evaluative criteria and prepare an evaluation report containing an applicable compensation recommendation for the Board by September 1;
 4. Prior to the next Board meeting, the Chair shall meet with the President to discuss the Committee's report;
 5. Prior to the next Board meeting, the Chair shall send to the President and all members of the Board the self-evaluation and any supplemental information the Committee may have requested of the President and any supplemental information the Committee has developed.
 6. The Board shall complete the annual review and make any compensation award and/or adjustment for the contemplated under the President's Employment Agreement no later than September 30 of each year, commencing September 2017.

- ## **VII. Outcomes.**
- After the Board's deliberation and action, minutes shall be published to document the review of the President's performance, goals and any adjustments to the President's compensation.