

# Agenda

**University of West Florida Board of Trustees  
Friday, April 12, 2002  
Fort Walton Beach Campus  
Fort Walton Beach, Florida**

**9:00 a.m. – Committee meetings**

**Finance, Administration and Audit Committee (Building 1, Room 152)**

1. Student Health Center Audit
2. Student Housing System Agreement

**Academic & Student Affairs Committee (Building 1, Room 156)**

1. Degree approval/modification process
2. Code of Student Conduct

**10:00 a.m. – Board meeting (Building 7, Room 704)**

**Chair's greetings**

**President's greetings**

**Approval of minutes**

**Action items**

1. Presidential evaluation process
2. BOT mail policy
3. Board meeting schedule 2002-03

**Committee reports**

1. Finance Administration, and Audit Committee
2. Academic and Student Affairs Committee

**Discussion Items**

1. Structure, growth, and development of IHMC
2. Expansion of student housing report

**Other business**

**Adjournment**

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**12:00 p.m. – Lunch/reception**

**1:30 p.m.** – Campus tour

**2 p.m.** – Meeting with students, faculty and staff

**UWF Board of Trustees**  
**April 12, 2002**

**Issue:** Presidential evaluation procedure

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**Proposed action:** Adopt procedure

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**Background information:**

The Board of Trustees is responsible for hiring and evaluating the president. The proposed evaluation process was first reviewed by the Board of Trustees at its January meeting as part of the Executive Committee agenda.

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**Supporting documentation:** Proposed evaluation procedure

**Prepared by:** Keith Goldschmidt  
850-474-2368

## **University of West Florida Presidential performance evaluation policy**

The Board of Trustees annually will conduct a formal evaluation of the performance of the president.

The three trustees on the Executive Committee will develop a detailed recommendation for the Board to consider at the meeting preceding the anniversary of the president's appointment. They will use the following expectations as a basis for developing that recommendation.

### **Expectations**

- The president will demonstrate clear progress toward meeting the goals of the University of West Florida Strategic Plan.
- The president will continue to emphasize that students are the first priority of the university, and academic instruction is at its core.
- The president will ensure that the needs, wants and desires of the university are represented clearly to the Florida Board of Education, Florida Legislature, Governor, Education Secretary, Chancellor of the Division of Colleges and Universities and the appropriate staff.
- The president will work with communities in the UWF service area and appropriate state, federal and local constituencies to develop educational opportunities that best meet the economic and social needs of the region and state.
- The president will be an active participant in Florida's K-20 system of education, working closely and cooperatively with other university and community college presidents and public school system superintendents.
- The president will engage in an active and continuing dialogue with the Board of Trustees on issues affecting the University of West Florida.
- The president shall take an active lead in raising funds for the university.

**UWF Board of Trustees  
April 12, 2002**

**Issue:** Board of Trustees mail policy

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**Proposed action:** Adoption of policy

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**Background information:**

Trustees mail and other correspondence are public records. Other issues regarding correspondence have been raised periodically by Board members. The proposed policy was developed to address those issues and to maintain the public record.

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**Supporting documentation:** Proposed mail policy

**Prepared by:** Keith Goldschmidt  
850-492-0517

**Reviewed by:** Julie Sheppard, general counsel

# **UWF Board of Trustees**

## **Policy on mail and other written communications**

The records of the Board of Trustees are public records and must be maintained pursuant to the State of Florida public records statutes. The office of the corporate secretary is the office of record to respond to public records requests regarding all board documents, including mail and other written communications.

### **Official record**

The official record of all mail and faxed correspondence received by individual members of the University of West Florida Board of Trustees will be kept in the office of the corporate secretary.

Mail and faxed correspondence received by trustees at their home or business concerning university business shall be copied and said copy delivered to the office of the corporate secretary to be time-and-date stamped and filed in the Board records under the name of the individual trustee.

Mail and faxed correspondence to trustees received at the UWF campus shall be time-and-date stamped, opened, copied and preserved in a file under the name of the individual trustee. A copy will be sent to the trustee.

### **Responses to received mail**

The Board of Trustees has authorized the chair to respond to mail and faxed correspondence on behalf of the board on issues involving university personnel matters. A copy of all communications from the board or any of its committees addressed to any employee or student of the university shall be provided to the office of the corporate secretary. This does not preclude individual members of the board from contacting any member of the university community.

The office of the corporate secretary is authorized to craft and deliver standard responses to mail and faxed correspondence received by trustees to inform the sender of how the matter will be considered.

### **Electronic mail**

All provisions of this policy pertain to electronic mail. Electronic mail that communicates or perpetuates knowledge is a public record and shall be printed and saved as a hard-copy file. All electronic mail sent or received by trustees which communicates information on university matters shall be forwarded electronically to the office of the corporate secretary.

## **Threatening mail**

Any printed or electronic communication that appears threatening shall be copied by the office of the corporate secretary and delivered to the University Police Department.

**UWF Board of Trustees  
April 12, 2002**

**Issue:** Board 2002-03 meeting schedule

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**Proposed action:** Adopt schedule

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**Background information:**

After nearly one year of meeting, the UWF Board of Trustees has expressed an interest in slightly modifying the meeting schedule to include one-day meetings on Fridays. The proposed schedule includes three face-to-face meetings, one meeting in Tallahassee during the legislative session and four conference calls.

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**Supporting documentation:** Proposed schedule

**Prepared by:** Keith Goldschmidt  
850-474-2368



**Finance, Administration and Audit Committee  
April 12, 2002**

**Issue:** Student Health Center Audit

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**Proposed action:** Review/receive audit

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**Background information:**

The audit by Ernst & Young LLP reviewed the Student Health Center financial records for the years ending August 31, 2001 and 2000.

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**Supporting documentation:** Audit by Ernst & Young delivered at committee meeting

**Prepared by:** Keith Goldschmidt  
850-474-2368

## Committee agenda item 2

### Finance, Administration and Audit Committee April 12, 2002

**Issue:** UWF Student Housing System Management Agreement

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**Proposed action:** Review and approve the Student Housing System Agreement

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**Background information:** In 1998, the Florida Board of Regents entered into a sublease agreement with the University of West Florida Foundation, Inc. for the purpose of constructing and operating student-housing facilities. Through this sublease and a subsequent loan agreement, the UWF Foundation executed financing agreements to issue revenue bonds for the construction of additional student housing. In turn, a management agreement between the Foundation and the University was executed which appointed the University of West Florida as exclusive agent for the management of the Student Housing System.

This revised agreement between the University of West Florida (University) and the UWF Foundation, Inc. (Owner) specifies the terms and conditions governing the management of the Student Housing System. Significant changes include: shortening the length of the agreement to five years; deleting references and requirements relating to privatization; simplifying the accounting structure; eliminating administrative overhead charges and establishing a Contingency and Improvement Reserve fund to capture revenues which exceed operational requirements. This Reserve is earmarked for unanticipated costs of operation, maintenance, and repair of housing facilities, for capital improvements, and the future expansion of the Student Housing System. Amounts previously set aside by the Foundation for payments of rentals under the sublease will be applied to fund the Reserve initially; subsequent deposits will be funded from housing revenues on a current basis.

The changes presented are the result of ongoing discussing among staff from the UWF Foundation, Student Affairs, University Housing, and the General Counsel. This agreement was approved by the University of West Florida Foundation, Inc. at its March 8, 2002 meeting.

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**Supporting documentation:** Student Housing System Management Agreement

**Prepared by:** Linda O. Dye  
Vice President For Student Affairs  
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[ldye@uwf.edu](mailto:ldye@uwf.edu)

**Reviewed by:** Pat Lott, associate general counsel  
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**STUDENT HOUSING SYSTEM MANAGEMENT AGREEMENT**

**DATED AS OF MAY 1, 2002**

between

**UNIVERSITY OF WEST FLORIDA FOUNDATION, INC.**

as Owner

and

**THE UNIVERSITY OF WEST FLORIDA**

as University

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## STUDENT HOUSING SYSTEM MANAGEMENT AGREEMENT

This **Student Housing System Management Agreement** (the "Agreement") is made as of this 1st day of May, 2002, by and between **University of West Florida Foundation, Inc.** (the "Owner") and **The University of West Florida** (the "University").

In consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### 1. Appointment and Acceptance.

The Owner appoints the University as exclusive agent for the management of the Student Housing System of the University, as defined in the Loan Agreement described below. The University accepts the appointment, subject to the terms and conditions set forth in this Agreement. Pursuant to this appointment, the University shall be responsible for the overall operation and maintenance of the Student Housing System. The University shall perform the services and provide the materials necessary to perform its obligations hereunder, but is authorized to enter into management and other contracts with other entities and individuals to carry out its obligations hereunder, subject to the Owner's right to approve such contracts as set forth herein.

### 2. Description of Student Housing System.

The property to be managed on an exclusive basis by the University under this Agreement includes all of the student housing facilities owned by the Foundation and located upon land leased to the Foundation as further described in the Loan Agreement between the Owner and the Escambia County Housing Finance Authority (the "Authority") dated as of September 1, 1998, as amended and supplemented (the "Loan Agreement").

### 3. Definitions.

As used in this Agreement:

- a. "Bonds" shall mean the Escambia County Housing Finance Authority's Dormitory Revenue Bonds (University of West Florida Foundation, Inc. Project) Series 1998, the Escambia County Housing Finance Authority's Dormitory Revenue Bonds (University of West Florida Foundation, Inc. Project) Series 1999, and any Additional Bonds, as defined in the Loan Agreement (the "Bonds").
- b. "Loan Agreement" means the Loan Agreement between the Owner and the Escambia County Housing Finance Authority dated as of September 1, 1998, as amended and supplemented.

- c. "Owner Representative" means the Owner's Executive Director.
- d. "Principal Parties" means the Owner and the University.
- e. "Sublease Agreement" shall mean that certain Sublease Agreement dated as of September 1, 1998, as amended and supplemented, between the Board of Regents of the State of Florida, for and on behalf of the University of West Florida, as Landlord, and the Owner, as Tenant, as amended, pursuant to which the Owner derives its leasehold interest in the real and personal property constituting the Student Housing System.
- f. "Trust Indenture" means the Trust Indenture between the Trustee and the Authority dated as of September 1, 1998, as amended and supplemented.
- g. "Trustee" means Regions Bank, Mobile, Alabama, as Trustee under the Indenture, and its successors and assigns.
- h. "University" means the University of West Florida.

4. **Marketing.**

The University will supervise the marketing activities for the Student Housing System. Advertising expenses will be treated as expenses of operation of the Student Housing System.

5. **Rentals.**

The University will supervise the on-site staff in the renting of the dwelling units and other rental facilities and concessions in the Student Housing System. Incident thereto, the following provisions will apply:

- a. The University will follow the tenant selection policies mutually agreed upon the principal parties.
- b. The University will train the on-site staff to show the facilities of the Student Housing System to prospective tenants and other leasing procedures as specified in the leasing plan.
- c. The University will supervise the taking and processing of applications for rentals.
- d. The University will prepare all rental agreements and will cause them to be executed by its authorized representative.

- e. The University will negotiate commercial leases and concession agreements, if any, and will execute the same in the University's name, subject to the Owner's approval of all terms and conditions.

**6. Collection of Rents and Other Receipts.**

The University will act as agent for the Owner to supervise the collection of all rents, charges and other amounts receivable on the Owner's account in connection with the management and operation of the Student Housing System. Such receipts will be deposited in an account carried in the Foundation's name and designated on record as: "University of West Florida Foundation Student Housing System Operation and Maintenance Fund" (the "Operation and Maintenance Fund").

The University will use its best efforts to collect revenue allocable to the Student Housing System, specifically including (but not limited to) rentals and other fees for the facilities of the Student Housing System, and the annual grant payments received from the U.S. Department of Housing and Urban Development in connection with the student housing facilities initially financed with the proceeds of the University of West Florida Housing System Revenue Bonds of 1972 issued by the Division of Bond Finance of the State of Florida. Upon receipt of revenues allocable to the Dormitory System, the University will deposit such revenues to the Operation and Maintenance Fund as provided above.

\_\_\_\_\_ Notwithstanding anything to the contrary herein, however, so long as the moneys deposited into the Operation and Maintenance Fund pursuant to the first paragraph of this Section 6 are sufficient to pay all amounts described in paragraphs (i) – (viii) of subsection 12(a) of this agreement, the University may deposit revenues from concessions located on the premises of the Dormitory System into a Concession Account maintained and used for the lawful purposes of the Student Affairs Division of the University. Upon notice from the Owner that revenues from concessions are needed for the purposes described in Section 12, the University will immediately cease depositing revenues into the Concession Account and will instead deposit and apply such revenues as described in the first paragraph of this Section 6.

**7. Enforcement of Rental Agreements.**

The University will use its best efforts to secure full compliance by each tenant with the terms of his rental agreement. Voluntary compliance will be emphasized. The University may lawfully terminate any rental agreement when, in its judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination occurs under the terms of such rental agreement. For this purpose, the University is authorized to consult with legal counsel to be selected by the University, to bring any necessary legal action in the name of and on behalf of the Owner. Further, the University is

authorized to sue for a recovery of rents and, when expedient, to settle, compromise and release such actions or suits, or reinstate such rental agreements; provided, however, the University shall keep the Owner informed of such actions and follow such instructions as the Owner may prescribe for the conduct of any such action. Attorney's fees and other necessary costs incurred in connection with such actions will be paid out of the Operation and Maintenance Fund as operating expenses.

All University policies regarding moneys owed to the University will be followed to insure prompt payment of rentals and other fees for the Student Housing System, including withholding of grades and transcripts for non-payment.

**8. Maintenance and Repair.**

The University will use best efforts to cause the Student Housing System to be maintained in good repair, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the Owner in addition to those contained herein.

Incident thereto, the following provisions will apply:

- a. Special attention will be given to preventive maintenance, and, to the greatest extent feasible, the services of the on-site maintenance employees will be used.
- b. The University will contract on behalf of the Owner with qualified independent contractors for the maintenance and repair of heating and air-conditioning systems, and for other extraordinary repairs beyond the capability of regular maintenance employees.
- c. The University will systematically and promptly receive and investigate all service requests from tenants, take such action thereon as may be justified and will keep records of the same. Complaints of a serious nature will be reported to the Owner after investigation.
- d. The University is authorized to purchase from moneys on deposit in the Operation and Maintenance Fund all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair of the Student Housing System.
- e. In the event that such services are provided by University personnel, the cost to be paid out of the Operation and Maintenance Fund shall be the actual cost of providing such services to the Owner, as documented by the University to the satisfaction of the Owner.



**9. Reserve Funds.**

- a. The University will reflect in the annual operating budget supplied to the Owner amounts to be reserved for capital expenditures for building and grounds maintenance, and renewal and replacement of capital assets to be set aside in the Renewal and Replacement Fund created by Section 5.14 of the Trust Indenture (the “Replacement Fund”).

The University will apply to the Trustee in writing for withdrawals from the Replacement Fund for the authorized purposes of such Replacement Fund, as described in the Trust Indenture. No request shall be made without the prior written consent of the Owner.

- b. The University will reflect in the annual operating budget supplied to the Owner amounts to be reserved for the Operating Reserve Fund, as defined in the Loan Agreement.

The University will apply to the Trustee in writing for withdrawals from the Operating Reserve Fund for the authorized purposes of such Operating Reserve Fund, as described in the Trust Indenture. No request shall be made without the prior written consent of the Owner.

- c. The University will reflect in the annual operating budget supplied to the Owner amounts to be set aside in the Contingency and Improvement Reserve Fund established pursuant to the Loan Agreement. The University and the Owner agree that amounts currently on deposit in the contingency reserve established by the University with funds of the Owner (whether or not such funds otherwise would have been paid to the University as Percentage Rent pursuant to the terms of the Sublease Agreement) shall be transferred to the Contingency and Improvement Reserve Fund as the initial deposit therein.

The University will apply to the Owner in writing for withdrawals from the Contingency and Improvement Reserve Fund for the authorized purposes of such Fund, as described in the Loan Agreement.

**10. Utilities and Services.**

The University will make arrangements for water, electricity, gas, sewage and trash disposal, and vermin extermination for the Student Housing System. The University is authorized to make such contracts on behalf of the Owner as may be necessary to secure such utilities and services. The expenses incurred for such utilities and services will be paid out of the Operation and Maintenance Fund as operating expenses. In the event that such services are provided by University personnel, the cost to be paid out of the Operation and Maintenance Fund shall be the actual cost of providing such services to the Owner, as documented by the University to the satisfaction of the Owner.

**11. Employees.**

All personnel used by the University in the performance of its duties hereunder will be employees of the University and will not be considered to be employees or agents of the Owner. The University will hire, pay, supervise and discharge such personnel, subject to the following conditions:

- a. The University will coordinate activities in the interest of good overall management.
- b. The compensation of University's employees, will be within the University's discretion. However, the anticipated compensation, including fringe benefits, of all employees will be included in the annual operating budget provided and approved by the Owner.
- c. Employee compensation, including fringe benefits and all local, state and Federal taxes, assessments (including but not limited to Social Security taxes, unemployment insurance, and workman's compensation insurance) and other expenses incident to the employment of such personnel will be paid out of the Operation and Maintenance Fund and constitute operating expenses.
- d. The rental value of any dwelling unit furnished rent-free to an employee of the University will be treated as a cost of the Student Housing System. No dwelling unit will be furnished rent-free to any person without the prior approval of Owner.

**12. Disbursements From Operation and Maintenance Fund.**

- a. From the funds collected and deposited by the University in the Operation and Maintenance Fund pursuant to Section 6 above, the University will make (to the extent funds are available) the following disbursements promptly when payable in the following priority:
  - (i) Any amount necessary to make a required deposit to the Rebate Fund established under the Indenture shall be withdrawn from the Operation and Maintenance Fund and paid to the Trustee;
  - (ii) All sums due and payable as expenses of the Student Housing System in accordance with the Annual Budget shall be withdrawn from the Operation and Maintenance Fund and paid to the appropriate payee;
  - (iii) The payments required to be made by the Owner to the Trustee for deposit to the Bond Fund, including the amounts due under the Indenture for principal amortization, and interest shall be withdrawn from the Operation and Maintenance Fund paid to the Trustee;
  - (iv) Any amount necessary to restore any deficiencies in the Debt Service Reserve Fund created under the Indenture, including the repayment of any draws on any Reserve Account

Insurance Policy shall be withdrawn from the Operation and Maintenance Fund and paid to the Trustee;

(v) The amounts required to be paid by the Owner for the annual fees and expenses of the Escambia County Housing Finance Authority withdrawn from the Operation and Maintenance Fund and paid to the Authority. Such fee shall be payable in arrears on June 1 of each year and shall be in an amount equal to one tenth of one percent (.10%) of the principal amount of all Bonds outstanding on May 31 of such year; pro-rated, as applicable to reflect a credit for any portion of such year such Bonds were not outstanding. On a parity therewith, the amounts required to be paid by the Owner for the annual fees and expenses of the Trustee shall be withdrawn from the Operation and Maintenance Fund and paid to the Trustee;

(vi) Any sums due and payable as expenses of the Student Housing System which may have accrued in excess of budgeted amounts therefore and which were not provided for pursuant to paragraph (ii) above shall be withdrawn from the Operation and Maintenance Fund and paid to the appropriate payees;

(vii) The amount required to fund the reserve referenced in subsection 9(a) shall be withdrawn from the Operation and Maintenance Fund and paid to the Trustee on or before June 30 of each year;

(viii) The amount required to fund the reserve referenced in subsection 9(b) shall be withdrawn from the Operation and Maintenance Fund and paid to the Trustee on or before June 30 of each year;

(ix) The amount required to fund the reserve referenced in subsection 9(c) shall be withdrawn from the Operation and Maintenance Fund and deposited to the Contingency and Improvement Reserve Fund on a monthly basis, subject to availability of funds; and

(x) Any rental due under the Sublease Agreement shall be withdrawn from the Operation and Maintenance Fund and paid to the University. As provided in the Sublease Agreement, such amounts shall be (i) Fixed Rent, in the amount of \$10 per year, payable in advance on July 1, the first day of each Lease Year; and (ii) Percentage Rent, which shall be paid to the University within one hundred and twenty (120) days of the close of each Lease Year and shall be accompanied with an independent audit and certified statement of the Owner's operations for the given Lease Year.

b. In the event the balance in the Operation and Maintenance Fund is at any time insufficient to pay disbursements due and payable, the University will inform the Owner of that fact.

13. **Budgets.**

The University will be responsible for the preparation of the annual operating budget for the Student Housing System. Annual operating budgets for the Student Housing System will be submitted to the Owner for approval as of June 15th of each year for the next fiscal year beginning July 1 and ending June 30. Among other items, the budget shall reflect the number of employees for the Student Housing System and whether those employees will be employed by the University or by private management, the compensation and fringe benefits for such employees' compensation, advertising and other promotional expenses, maintenance expenses, utility costs, costs for supplies and insurance expenses. The budget shall indicate the amount to be expended for each line item on an annual basis.

14. **Records and Reports.**

The University will have the following responsibilities with respect to the records and reports:

- a. The University will establish and maintain a comprehensive system for records, books and accounts. All records, books and accounts will be subject to examination at reasonable hours by any authorized representative of the Owner.
- b. With respect to each fiscal year ending during the term of this Agreement, the University will have an annual audited financial report prepared by a Certified Public Accountant or other person acceptable to the Owner with respect to the Student Housing System. Alternatively, the Owner may elect to have the annual audited financial report for the Student Housing System prepared. In either event, the compensation for the preparer's services will be paid out of the Operation and Maintenance Fund as an operating expense of the Housing System.
- c. Monthly, the University will provide to the Owner a statement of receipts and disbursements, balance sheet, general ledger, and comparison of budget to actual for the Student Housing System for the prior month and for the fiscal year to date.
- d. The University and Owner agree that the annual budget for the Housing System as described herein will constitute the Operational Report described in Section VI J of the Sublease.

15. **Lost or Misappropriated Moneys.**

The revenues and receipts of the Housing System are the property of the Owner. It is agreed that in the event University employees lose or misappropriate moneys of the Owner in the performance of University's duties hereunder, the University will, to the extent permitted by law and from such sources as are legally available, reimburse the Owner for such losses.

16. **On-Site Management Facilities.**

The University (at its discretion) may maintain rental and leasing offices at the facilities comprising the Student Housing System, and the Owner will make no rental charge for the same.

17. **Insurance.**

The Owner will inform the University of insurance to be carried with respect to the Student Housing System and its operations. If the required insurance is not provided under Owner's existing policies, the University will cause such insurance to be placed and kept in effect at all times at competitive rates. Premiums will be treated as an operating expense. All insurance will be placed with such companies on conditions and in such amounts and with such beneficial interests appearing thereon as shall be acceptable to the Owner, and shall be otherwise in conformity with the mortgage. The University will investigate and furnish the Owner with full reports as to all accidents, claims and known potential claims for damages relating to the Student Housing System, and will cooperate with the Owner's insurers in connection therewith.

18. **Mutual Indemnification.**

To the extent permitted by law, each party shall indemnify and hold the other party harmless for all costs, expenses, damage, liability, and claims (including costs of defending against any of such matters) arising or alleged to have arisen from failure by the respective party to perform its duties as herein described or failure by the respective party to comply with any terms or provisions of this Agreement. Notwithstanding anything herein to the contrary, however, Owners liabilities are limited as to source of payment to the Student Housing System Revenue as defined in the Loan Agreement.

19. **Student Housing System Provisions.**

University agrees to continue to furnish budgeted moneys for the scheduled rehabilitation and repair of the Student Housing System as set forth in the Sublease Agreement. Such amounts are described in the attached Schedule I.

The University will be responsible for taking actions required by the Owner under the Loan Agreement with respect to the Bonds and the Student Housing System. This shall include, but not be limited to the following:

- a. The University agrees to take all actions required by the Owner with respect to the Continuing Disclosure Agreement dated as of October 1, 1999, between the Owner and the Escambia County Housing Finance Authority (the "Authority").
- b. The University agrees to make the applications of funds from the Operation and Maintenance Fund described in Section 12, above.

- c. The University will provide a residence life program as described on Exhibit “A” hereto.

**20. University's Compensation.**

The University and the Owner have agreed that the University’s compensation hereunder will be the benefits conferred upon University by the establishment and operation of the Student Housing System. Except as specifically provided herein, the University will not charge or deduct from the Student Housing System revenues any fees or payments for its services hereunder or for overhead or administrative charges allocable to the Student Housing System. As used herein “overhead or administrative charges” do not include charges for utilities and other services provided to the Owner pursuant to Section 8 or 10 of this agreement or charges for cost of employees paid from Housing System revenues as described in Section 11 of this agreement.

**21. Limitations on University’s Authority.**

Notwithstanding the authority granted to the University in the foregoing provisions of this Agreement, the University shall not do any of the following with respect to the Student Housing System:

- a. Enter into any contract that is not cancelable by the Owner on thirty (30) days notice;
- b. Enter into any contract or group or series of related contracts that, in the aggregate, call for total payments in excess of \$25,000.00, unless such contract is in connection with an item reflected in the annual operating budget;
- c. Institute any legal action, other than eviction proceedings, without the Owner’s consent;
- d. Expend or commit any revenues of the Student Housing System other than as approved by the Owner pursuant to the budget submitted by the University as aforesaid; or
- e. Execute any deed, note, mortgage or security agreement binding on the Owner.

**22. Assignment.**

Neither the Owner, nor the University shall have any right to transfer, assign, pledge or hypothecate any of their respective rights, duties or obligations under this Agreement and any attempt to do any of the foregoing shall be null and void and of no force or effect.

**23. Term of Agreement.**

This Agreement shall be in effect for a period beginning May 1, 2002 and ending June 30, 2007.

Subject to the following conditions:

- a. Except as hereinafter provided, in the event a petition in bankruptcy is filed by or against either of the Principal Parties, or in the event either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement without notice to the other.
- b. Either party hereto may terminate this Agreement by written notice to the other party in the event that the other party breaches its obligations, duties or covenants under the terms of this Agreement. The non-defaulting party shall also have the right to seek damages and exercise such other remedies as may be provided by law or in equity against the defaulting party.
- c. Upon termination, the University will submit to the Owner financial statements (as described in subsection 13(c)) reasonably requested by the Owner. The termination of this Agreement shall not affect the rights and obligations of the Principal Parties as set forth herein as to matters, events, obligations and duties that pertained or accrued prior to the date of termination.
- d. The University will turn over to the Owner all of the Student Housing System's cash, trust accounts, investments and records within thirty (30) days of the date the Agreement is terminated.

**24. Interpretative Provisions.**

- a. This written Agreement and attachments hereto (if any) constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the Principal Parties with respect to the Student Housing System. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the Principal Parties hereto.
- b. This Agreement has been executed in several counterparts, each of which constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.
- d. As used herein, whenever appropriate, the masculine gender shall be construed to mean the feminine or neuter gender, or both of them; the feminine gender shall be construed to mean

the masculine or neuter gender, or both of them, and the neuter gender shall be construed to mean the masculine or feminine gender, or both of them.

- e. As used herein, whenever expressed, the singular number shall be construed to mean the plural number, the plural number shall be construed to mean the singular number.
- f. The paragraph headings or captions appearing in this Agreement are for convenience only, and are not to be considered in interpreting the Agreement.

**25. Notices.**

All notices or approvals required to be given hereunder shall be in writing and delivered personally or by certified mail, return receipt requested, and addressed as follows:

- a. To Owner:                      University of West Florida Foundation, Inc.  
   Executive Director  
   11000 University Parkway  
   Pensacola, FL 32514-5750
  
- b. To University:                The University of West Florida  
   11000 University Parkway  
   Pensacola, FL 32514-5750  
   Attention: Vice President of Student Affairs

Each mailed notice shall be deemed to have been given to, or served upon, the party to which addressed on the date the same is deposited with the United States Postal Service, in registered or certified mail, return receipt requested, postage prepaid, properly addressed in the manner provided above. Each such notice shall be deemed to have been given to, or served upon, the party to whom delivered, upon delivery at the addresses provided above. Any party hereto may change its address for the service of notice hereunder by providing written notice of said change to the other parties hereunder, in the manner specified above, ten (10) days prior to the effective date of said change.

**26. Binding Effect.**

The provisions hereof shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, successors and assigns.

**27. Applicable Law.**

This Agreement and all obligations hereunder shall be construed, interpreted and enforced under and in accordance with the laws of the State of Florida.



**IN WITNESS WHEREOF**, the Owner and University by their duly authorized representatives have executed this Agreement on the date first above written.

**OWNER:**

**University of West Florida Foundation, Inc.**

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

Its: \_\_\_\_\_

**UNIVERSITY:**

**The University of West Florida**

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

Its: \_\_\_\_\_

## EXHIBIT "A"

### 11. **Residence Life Program.**

The University will provide a strong residence life program which encourages both individual and community development and learning and be responsive to the special needs of students.

- a. The University will provide educational programming, advising, and supervisory activities which orient students to facilities, services, and community norms and expectations; educate students on safety, security, and emergency precautions; develop an atmosphere conducive to educational pursuits; provide appropriate social, recreational, educational, cultural, and community service programs; encourage student participation in institutional and residence hall programs, activities, groups and organizations; encourage community responsibility through exposure to education about inappropriate and disruptive behavior; mediate conflict within the community and assess fair charges to individuals responsible for damages.
- b. The University will provide staff training on an ongoing basis to aid staff members in recognizing problem behaviors, creating interventions, and making appropriate referrals.
- c. The University must address residents' concerns in an expedient manner. Roommate and/or apartment mate conflicts should be addressed through mediation by the resident assistant and professional staff.
- d. The University will handle misconduct in a fair, expedient, and consistent manner. The disciplinary process must be integrated with the University's existing disciplinary process.
- e. The University will work closely and cooperatively to provide a coordinated and comprehensive residence life program.

**Academic and Student Affairs Committee**  
**April 12, 2002**

**Issue:** Degree program approval/modification process

---

**Proposed action:** Adopt

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**Background information:**

The Board of Trustees is authorized to approve degree programs, with final authority on bachelor's and master's degree programs. All other degree programs must first be approved by the Board of Trustees and sent to the Florida Board of Education for final approval. The proposed comprehensive policy incorporates requirements of the Florida Board of Education. It is the work product of the Academic and Student Affairs Committee, and it covers not only new programs but all program revisions and deletions, including inventory updates.

The procedure for new programs includes several steps:

1. University request to explore new program.
2. University request to offer new degree program.
3. One-year and three-year review of degree program.

The complete proposed procedure can be found at

<http://nautical.uwf.edu/unitapp/publication/Pub.cfm?PubFormatID=484>

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**Supporting documentation:** Forms required to request exploration and offering of programs.

Prepared by: Jerry Norris  
Associate vice president for planning  
850-474-2211

**The University of West Florida  
Academic Programs Inventory  
Request to Explore and Plan New Academic Programs Form**

Name of Proposed Program: \_\_\_\_\_

Department: \_\_\_\_\_

College: \_\_\_\_\_

Nature of the Proposed Program:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anticipated Impact of the Proposed Program on:

1. Students
2. Faculty and Staff
3. Community
4. Budgets
5. Space
6. Related Programs
7. Accreditations

Other Related Information:

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Program Chair's Approval (if any) \_\_\_\_\_ Date: \_\_\_\_\_

Dean's Approval \_\_\_\_\_ Date: \_\_\_\_\_

Provost's Approval \_\_\_\_\_ Date: \_\_\_\_\_

President's Approval \_\_\_\_\_ Date: \_\_\_\_\_

BOT A&SA Committee Approval \_\_\_\_\_ Date: \_\_\_\_\_

## **Criteria for New Degree Program Authorization**

Implementation approval will be recommended for proposals that meet all criteria for new program development. These criteria meet all requirements of the Florida Board of Education for new degree program authorization, as noted below.

### **Criteria for New Degree Program Authorization**

1. The proposed program was approved for exploration and planning by the UWF Board of Trustees Academic and Student Affairs Committee, and the goals of the proposed program align with the UWF Mission Statement as contained in the UWF Partnership Strategic Plan. (This meets Florida Board of Education Criteria for new Degree Authorization requirement for Masters #1 and for Specialist and Doctorate #1, hereafter referred to by number – see “note” at the end of this section [page 9] and a copy of the complete FBOE Criteria in the appendix to this document [page 24].)
2. The proposed program does not duplicate other regional institutional offerings or, otherwise, provides a convincing rationale for doing so. (FBOE B5, M6, SD6)
3. There is evidence that planning for the proposed program has been a collaborative process involving academic units and offices of planning and budgeting at the UWF level, as well as external consultants, representatives of the community, etc., as appropriate.
4. The proposal provides a reasonable timetable of events leading to the implementation of the proposed program.
5. The proposal provides evidence that there is a need for more people to be educated in this program at this level and that appropriate steps will be taken to recruit and achieve a diverse student body. (FBOE B5, M6, SD6)
6. The proposal contains reasonable estimates of headcount and FTE students who will major in the proposed program. (FBOE B5, M6, SD6)
7. The proposal provides an appropriate, sequenced, and described course of study, including expected student learning outcomes, an assessment plan to verify student learning, and, in the case of advanced technology and related disciplines, industry-driven competencies. Admissions and graduation criteria are clearly specified and appropriate. The course of study and credit hours required may be satisfied within a timeframe consistent with similar programs. Evidence is provided that if accreditation is available, UWF anticipates seeking accreditation for the proposed program or provides rationale for not seeking accreditation. (FBOE B2, M3, and SD3)
8. For bachelor's programs, the total number of credit hours does not exceed 120; otherwise, the proposal provides a reasonable argument for an exception to the policy of a 120 maximum. If the Department intends to seek formal Limited Access status for the proposed program, the proposal provides an acceptable rationale and includes an analysis of diversity issues with respect to such a designation. (FBOE B8)
9. For bachelor's programs, the proposal lists all prerequisites and provides assurance that they are the same standardized prerequisites for similar degree programs within the FBOE Division of Colleges and Universities. If they are not, the proposal provides an acceptable rationale for a request for exception to the policy of standardized (common) prerequisites. (FBOE B8)

10. The proposed program relates to specific institutional strengths such as programs of distinction, other academic programs, and/or institutes and centers. (FBOE M1, SD1)
11. If there have been program reviews or accreditation visits in the discipline pertinent to the proposed program, or in related disciplines, the proposal cites recommendations that were made and provides evidence that progress has been made in implementing those recommendations. (FBOE B1, M2, SD2)
12. The proposal provides evidence that the institution has analyzed the feasibility of providing all or a portion of the proposed program through distance learning technologies via its own technological capabilities as well as through collaboration with other universities or community colleges.
13. The proposal provides evidence that there is a critical mass of faculty available to initiate and sustain the program based on estimated enrollments. (FBOE B3, M4, SD4)
14. The proposal provides evidence that, if appropriate, there is a commitment to hire additional faculty in later years, based on estimated enrollments. (FBOE B3, M4, SD4)
15. The proposal provides evidence that learning resources are sufficient to initiate the program. (FBOE B4, M5, SD5)
16. The proposal provides evidence that classroom, teaching laboratory, research laboratory, office, and any other type of space that is necessary for the proposed program is sufficient to initiate the program. (FBOE B4, M5, SD5)
17. The proposal provides evidence that necessary and sufficient equipment to initiate the program is available. (FBOE B4, M5, SD5)
18. The proposal provides evidence that, if appropriate, fellowships, scholarships, and graduate assistantships are sufficient to initiate the program. (FBOE M5, SD5)
19. The proposal provides evidence that, if appropriate, clinical and internship sites have been arranged. (FBOE B4, M5, SD5)
20. The proposal provides a complete and reasonable budget, reflecting the text of the proposal. Costs for the program should reflect costs associated with similar programs at UWF. (FBOE B6, M7, SD7)
21. In the event that resources within the institution are redirected to support the new program, the proposal indicates the source from which funds will be redirected, and provides evidence that such a redirection will not have a negative impact on other needed programs. The proposal demonstrates a judicious use of resources and provides a convincing argument that the output of the program justifies the investment. (FBOE B6, M7, SD7)
22. For an undergraduate program, the proposal provides evidence that community college articulation has been addressed and ensured. (FBOE B8)
23. The proposal provides evidence that the academic unit(s) associated with a new degree have been productive in teaching, research, and service. (FBOE B7, M8, SD8)

(Note: Florida Board of Education Criteria for New Degree Program Authorization are referenced above using the following codes: B = Bachelors Programs, M = Masters Programs, and SD = Specialist and Doctoral Programs.)

**Request Format – Proposals for New Programs**

**The University of West Florida  
REQUEST TO OFFER A NEW DEGREE PROGRAM  
(Cover Page)**

College Requesting Program: \_\_\_\_\_

Department Requesting Program: \_\_\_\_\_

Academic Specialty or Field: \_\_\_\_\_

Name of Program Requested: \_\_\_\_\_

Proposed Implementation Date: \_\_\_\_\_

Proposed Classification of Instruction Program (CIP) Code: \_\_\_\_\_

The submission of this proposal constitutes a commitment by the Division of Academic Affairs, the appropriate College, and the Department that, if the proposal is approved, the necessary financial commitment and the criteria for establishing new programs have been met prior to the initiation of the program.

Approved for Submission to the UWF Board of Trustees:

\_\_\_\_\_ Vice President for Academic Affairs, Date \_\_\_\_\_

\_\_\_\_\_ President, Date \_\_\_\_\_

Indicate the dollar amounts appearing as totals for the first and fifth years of implementation as shown in the appropriate summary columns in New Program Table Three. Provide headcount and FTE estimates of majors for years one through five. Headcount and FTE estimates should be identical to those in New Program Table One.

|                               | <u>Projected<br/>Total Estimated Costs<br/>(from Table Three)</u> | <u>Student<br/>HDCT / FTE<br/>(from Table One)</u> |
|-------------------------------|---|--|
| First Year of Implementation  | \$ _____  | _____ / _____                                      |
| Second Year of Implementation |   | _____ / _____                                      |
| Third Year of Implementation  |   | _____ / _____                                      |
| Fourth Year of Implementation |   | _____ / _____                                      |
| Fifth Year of Implementation  | \$ _____  | _____ / _____                                      |

**Note: This outline and the questions pertaining to each section must be reproduced within the body of the proposal in order to ensure that all sections have been satisfactorily addressed.**

**I. PROGRAM DESCRIPTION**

**Describe the degree program under consideration, including its level, and emphases (including tracks or specializations).**

**II. INSTITUTIONAL MISSION**

**Is the proposed program listed on the current List of Proposed New Degree Programs for Exploration, Planning, and Implementation? How do the goals of the proposed program relate to the UWF mission statement as contained in the Partnership Strategic Plan?**

**III. PLANNING PROCESS AND TIMETABLE**

**Describe the planning process leading up to submission of this proposal. Include a chronology of activities, listing UWF personnel directly involved and any external individuals who participated in planning. Provide a timetable of events for the implementation of the proposed program.**

**IV. ASSESSMENT OF NEED AND DEMAND**

**A. What national, state, or local data support the need for more people to be prepared in this program at this level? (This may include national, state, or local plans or reports that support the need for this program; demand for the proposed program which has emanated from a perceived need by agencies or industries in Northwest Florida; and summaries of prospective student inquiries.) Indicate potential employment options for graduates of the program. If similar programs exist in the Northwest Florida region, provide data that support the need for an additional program.**

**B. Use UWF Table One A (baccalaureate) or UWF Table One B (graduate) to indicate the number of students (headcount and FTE) you expect to major in the proposed program during each of the first five years of implementation, categorizing them according to their primary sources. In the narrative following Table One, the rationale for enrollment projections should be provided and the estimated headcount to FTE ratio explained. If, initially, students within the institution are expected to change majors to enroll in the proposed program, describe the shifts from disciplines that will likely occur.**

**C. For all programs, indicate what steps will be taken to recruit and achieve a diverse student body in this program.**

**V. CURRICULUM**

**A. For all programs, provide expected specific learning outcomes, a sequenced course of study, and list the total number of credit hours for the degree. Degree programs in the science and technology disciplines must discuss how industry-driven competencies were identified and incorporated into the curriculum. For bachelor's programs, also indicate the number of credit hours for the major coursework, the number of credit hours required as prerequisites to the major (if applicable), and the number of hours available for electives.**



- B. For bachelor's programs, if the total number of credit hours exceeds 120, provide a justification for an exception to the FBOE policy of a 120 maximum.
- C. Provide a one or two sentence description of each required or elective course.
- D. For bachelor's programs, list any prerequisites, and provide assurance that they are the same as the standardized prerequisites for other such degree programs within the FBOE. If they are not, provide a rationale for a request for exception to the policy of standardized prerequisites.
- E. For bachelor's programs, if the Department intends to seek formal Limited Access status for the proposed program, provide a rationale which includes an analysis of diversity issues with respect to such a designation.

## VI. UWF CAPABILITY

- A. How does the proposed program specifically relate to existing UWF strengths such as programs of distinction, other academic programs, and/or institutes and centers?
- B. If there have been program reviews, accreditation visits, or internal reviews in the discipline pertinent to the proposed program, or related disciplines, provide all the recommendations and summarize progress toward implementing the recommendations.
- C. Describe briefly the anticipated delivery system for the proposed program as it may relate to resources e.g., traditional delivery on main campus; traditional delivery at branches or centers; or nontraditional instruction such as instructional technology (distance learning), self-paced instruction, and external degrees. Include an analysis of the feasibility of providing all or a portion of the proposed program through distance learning technologies. Include an assessment of the UWF's technological capabilities as well as the potential for delivery of the proposed program through collaboration with other universities or community colleges. Cite specific queries made of other institutions with respect to the feasibility of utilizing distance learning technologies for this degree program.
- D. **Assessment of Current and Anticipated Faculty**
  - 1. Use UWF Table Two to provide information about each existing faculty member who is expected to participate in the proposed program by the fifth year. If the proposal is for a graduate degree, append to the table the number of master's theses directed, number of doctoral dissertations directed, and the number and type of professional publications for each faculty member.
  - 2. Also, use UWF Table Two to indicate whether additional faculty will be needed to initiate the program, their faculty code (i.e., one of five unofficial budget classifications as explained on the table), their areas of specialization, their proposed ranks, and when they would be hired. Provide in narrative the rationale for this plan; if there is no need for additional faculty, explain.

3. Use UWF Table Two to estimate each existing and additional faculty member's workload (in percent person-years) that would be devoted to the proposed program by the fifth year of implementation, assuming that the program is approved. (Note: this total will carry over to UWF Table Three's fifth year summary of faculty positions.)

**E. Assessment of Current and Anticipated Resources**

1. In narrative form, assess current facilities and resources available for the proposed program in the following categories:
  - a. Library volumes (Provide the total number of volumes available in this discipline and related fields.)
  - b. Serials (Provide the total number available in this discipline and related fields, and list those major journals which are available at UWF.)
  - c. Describe classroom, teaching laboratory, research laboratory, office, and any other type of space that is necessary and currently available for the proposed program.
  - d. Equipment
  - e. Fellowships, scholarships, and graduate assistantships (List the number and amount allocated to the academic unit in question for the past year.)
  - f. Internship sites
2. Describe additional facilities and resources required for the initiation of the proposed program (e.g., library volumes, serials, space, assistantships, specialized equipment, other expenses, OPS time, etc.). If a new capital expenditure for instructional or research space is required, indicate where this item appears on UWF's capital outlay priority list. The provision of new resources will need to be reflected in the budget table (UWF Table Three), and the source of funding indicated. UWF Table Three requires the display of Instruction and Research (I&R) costs only, unless expected enrollment in the new program is high enough to impact non I&R costs, such as library staffing, university support, and student services.

**VII. ASSESSMENT OF IMPACT ON PROGRAMS CURRENTLY OFFERED**

**A. Budget**

1. Assuming no special appropriation or UWF allocation for initiation of the program, how would resources within the College and Department be shifted to support the new program?
2. Use UWF Table Three to display dollar estimates of both current and new resources for the proposed program for the first through the fifth years of the program. In narrative form, identify the source of both current and any new resources to be devoted to the proposed program.

3. Describe what steps have been taken to obtain information regarding resources available outside the institution (businesses, industrial organizations, governmental entities, etc.). Delineate the external resources that appear to be available to support the proposed program.
- B. Describe any other projected impacts on related programs, such as prerequisites, required courses in other departments, etc.

#### **VIII. COMMUNITY COLLEGE ARTICULATION**

For undergraduate programs, describe in detail plans for articulation with area community colleges.

- IX. ASSESSMENT OF APPLICABLE ACCREDITATION STANDARDS** List the accreditation agencies and learned societies that would be concerned with the proposed program. Does the department or program anticipate seeking accreditation from any of these agencies? If so, indicate when accreditation will be sought. If the proposed program is at the graduate level, and a corresponding undergraduate program is already in existence, is the undergraduate program accredited? If not, why?

#### **X. PRODUCTIVITY**

Provide evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service. Such evidence may include trends over time for average course-load, FTE productivity, student headcounts in major or service courses, degrees granted, external funding attracted; as well as qualitative indicators of excellence.

#### **XI. HISTORY**

Provide a history page at the end of the proposal document to display approvals at each level (see page 19 of this document).

## Committee agenda item 2

### Academic and Student Affairs Committee April 12, 2002

**Issue:** UWF Code of Student Conduct

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**Proposed action:** Review and approve the updated Code of Student Conduct

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#### **Background information:**

Florida Statute 229.0081 authorizes University Boards of Trustees to establish codes of conduct and appropriate penalties for violations of university rules by students and student organizations. F.A.C. Rule 6C-0105 (Student Conduct and Discipline) requires each university to establish a Student Disciplinary System, including a code of conduct which provides a written description of the rights and responsibilities of students, standards of conduct expected by the university, a list of specific violations, appropriate penalties or sanctions, and procedures for filing complaints and conducting student disciplinary proceedings. Due process requirements must be delineated and a description of the rights of alleged victims specified.

This revision of the Code of Student Conduct provides definitions, updates and clarifies offenses, requires hearing panels and committees to consist of one half students, specifies the rights of victims and students with disabilities, allows for stronger penalties in cases motivated by bias, and clarifies the appeals process. Developed by a committee, which included students, this Code of Student Conduct complies with the minimum requirements of Rule 6C-0105.

---

**Supporting documentation:** UWF Student Conduct System

**Prepared by:** Linda O. Dye  
Vice President For Student Affairs  
(850) 474-2214  
[ldye@uwf.edu](mailto:ldye@uwf.edu)

**Reviewed by:** Julie Sheppard  
UWF General Counsel  
(850) 474-3420  
[jsheppar@uwf.edu](mailto:jsheppar@uwf.edu)

## UWF STUDENT CONDUCT SYSTEM

<http://www.uwf.edu/JudicialAffairs>

### I. General Policy

Introduction. The University of West Florida is dedicated to the advancement of knowledge and learning and to the development of ethically responsible persons. University students are expected to uphold appropriate standards of behavior and to respect the rights and privileges of others. Student conduct is expected to be lawful and in accordance with all federal, state, and local laws, and university regulations. In keeping with the University of West Florida's stated essential values, sanctions imposed on students found in violation of the Student Code of Conduct are designed to promote the university's educational mission. Furthermore, sanctions are imposed for the purposes of restoring the standards of the university community, educating students about the seriousness of their action(s) and promoting civility and positive growth, while maintaining the safety and integrity of the individuals involved and the university community. The processes for adjudicating violations of federal, state and local laws and violations of the Student Code of Conduct are separate and may be pursued independently of one another.

Scope. The university distinguishes its responsibilities for student conduct from the control functions of the wider community. The conduct of students both on campus and in the wider community is ordinarily of university concern when: (a) the conduct interferes with the university's responsibility for ensuring members of the university full and equal opportunity to obtain their educational objectives; (b) the conduct interferes with the university's responsibility to protect the health, safety and general welfare of persons in the university community, to protect property, to maintain the ordinary rules of good conduct and to sponsor non-classroom activities; or (c) the conduct negatively impacts the university's image and/or academic integrity.

The Student Code of Conduct applies to all campuses of the university and any international programs. The vice president for student affairs or academic affairs (or designee) may modify non-substantive procedures in the effort to adjudicate violations in these programs when necessary. Cases involving student organizations are adjudicated through the Office of University Commons and Student Activities.

Authority. Authority for student discipline ultimately rests with the university president. For cases involving academic misconduct, this authority is delegated to the faculty of each class and the appropriate dean of the college in which the violation occurs. For cases involving non-academic conduct violations, the president delegates this authority to the vice president and the associate vice president for student affairs, and to other appropriate staff, including Housing, to review and pursue non-academic misconduct charges. The university president or vice president for student affairs may take direct jurisdiction of any case due to (1) the inability of the appointed hearing officer or board to serve, or (2) when it is determined that taking direct jurisdiction is the best resolution. The vice president for student affairs (or designee) has the

authority to notify the person listed as the student's emergency contact (or other appropriate person) in case of an emergency involving a student.

The vice president for student affairs, or the associate vice president for student affairs, may order any student to cease and desist from any activity adjudged to be disruptive to the university. If the student fails to cease and desist from such activity, the vice president or the associate vice president for student affairs may immediately suspend the student pending a conduct hearing (see section VII).

## **II. Definitions**

University. The University of West Florida. This includes the main campus, all of its branch campuses and university international programs.

Student. Includes all persons either registered or taking courses at the University of West Florida, both full-time and part-time, pursuing undergraduate, graduate, or professional studies and those who attend post-secondary educational institutions other than the University of West Florida and who reside in the University of West Florida residence halls. This includes non-degree seeking students. Persons who are not officially enrolled for a particular term but who have a continuing relationship with the University of West Florida are considered "students."

Charged Student. Any student who has been formally charged with an alleged violation of the Student Code of Conduct.

Faculty Member. Any person hired by the University of West Florida to conduct classroom activities.

Member of the University of West Florida Community. Includes any person who is a student, faculty member, University of West Florida official, and any other person employed by the University of West Florida.

University Official. Includes any person employed by the university, performing assigned administrative or professional responsibilities. It also includes any person designated to oversee a university event or area.

University of West Florida Premises. Includes all land, buildings, facilities and other property in the possession of or owned, used or controlled by the University of West Florida. (including adjacent streets and sidewalks).

Organization. Any number of persons who have complied with the formal requirements of recognition by the University of West Florida.

Hearing Body. Any University of West Florida official or panel authorized to review and evaluate student conduct charges, and to impose sanctions upon students found to have violated the Student Code of Conduct.

Appellate Body. Any person or persons authorized by the vice president for student affairs to consider an appeal from a hearing body's determination that the student has violated the Student Code of Conduct.

Shall. Is used in the imperative sense.

May. Is used in the permissive sense.

### **III. Academic Misconduct Process**

#### **A. Administration**

For these procedures, the university shall utilize as appropriate an academic standards committee appointed by the appropriate dean with membership consisting of an equal number of faculty and students.

When a student is alleged to have violated the Academic Conduct Code, and disciplinary action is warranted, the faculty member must exercise option one or option two below. If the violation is not the student's first offense or the circumstances suggest the imposition of a sanction other than reduced or failing grade(s), the faculty member will refer the charge directly to the dean.

1. Option One - Within five (5) working days after discovery of the alleged misconduct, the faculty member shall notify the student in writing of the allegation and invite the student to respond within five (5) working days. The faculty member's decision shall be sent in writing to the student within fifteen (15) working days after the date of the initial notification of the allegation sent to the student. The written decision shall describe any imposed sanctions of reduced or failing grade(s) and the student's right to appeal within five (5) working days to the appropriate Academic Standards Committee or state that the charges have been referred to the appropriate dean for adjudication. Copies of the above notifications shall be sent to the chairperson, dean, and vice president for student affairs, or

2. Option Two - The faculty member will refer the charge in writing to the appropriate dean for adjudication. The dean will notify the student in writing of the charge and may designate an agent to investigate the charge. In investigating the charge, the agent will discuss the charge with the student and with others who have personal knowledge of the alleged misconduct. If the dean determines the charge warrants adjudication, the dean shall notify the Academic Standards Committee and the student. The Academic Standards Committee shall conduct a hearing unless the student elects within three (3) working days after receipt of the notification to have the hearing conducted by the dean. In electing one, the student waives the right to the other. At least half of the Academic Standards Committee must consist of students when holding academic conduct hearings and shall follow the procedures outlined in section (C) on hearing procedures.

## **B. Offenses**

Violations by a student of any of the following actions that constitutes an offense that will result in disciplinary action. Fraudulent or deceptive action involving academic matters, including:

1. Cheating. The unauthorized giving or taking of any information or material on academic work considered in the determination of a grade.
2. Plagiarism. The act of representing the ideas, words, creations or work of another as one's own.
3. Bribery. The offering, giving, receiving or soliciting of anything of value to influence a grade.
4. Conspiracy. Planning with others to commit any form of academic misconduct.
5. Misrepresentation. Any action or omission with intent to deceive a teacher so as to affect a grade.

## **C. Academic Hearing Procedures**

Pre-hearing information to assist the student in preparing for the hearing is available from the vice president or associate vice president for student affairs. All hearings will be governed by the following provisions:

1. Student shall be entitled to a prompt hearing.
2. Student will receive written notice at least five (5) working days in advance of the date, time, place of the hearing, the specific charge(s) and factual basis including the section of the Conduct Code upon which the charge(s) are based.
3. The person or persons who have brought the charge of misconduct shall provide evidence and, as appropriate, bring witnesses to the hearing to support the charge(s).
4. Student is entitled to have any person present at the hearing to serve as an advisor. However, the advisor cannot examine or otherwise participate in the hearing.
5. Student may inspect all documentary evidence to be presented at the hearing, may hear and question adverse witnesses testifying at the hearing and may present evidence and call witnesses.
6. Students shall not be forced to present self-incriminating testimony. However, the university is not required to postpone disciplinary proceedings pending the outcome of any criminal proceeding.



7. The burden of proof rests with the university. The standard of proof shall be “greater weight of evidence” i.e., whether it is reasonable to conclude from all the evidence submitted by both the university and the student that the student did commit the violation(s) with which charged.
8. Decision of responsible or not responsible of the charge(s) shall be based solely on the evidence presented at the hearing.
9. All hearings shall be closed and confidential unless: (1) specifically requested otherwise in writing by the student three (3) working days in advance of the hearing; and (2) such a request does not impede the university’s ability to comply with state and federal laws regarding confidential information.
10. If the student fails to appear at the hearing, the hearing may proceed in the student’s absence.
11. Witnesses for the hearing will be required to wait outside of the hearing until their point of participation.
12. A record of the hearing shall be made by the presiding hearing officer. The record may be in written form or in any other form capable of being converted into written form within a reasonable time. The student shall be entitled to a copy of the written record of the hearing at cost.
13. A decision shall be available in writing to the student within five (5) working days following the hearing.

#### **IV. Non-Academic Misconduct Process**

##### **A. Administration**

Procedures for Filing Charges. Charging decisions for non-academic misconduct shall be made by the associate vice president for student affairs or designees, including the housing staff (herein after designated as “the university”). The process for review is initiated by either (1) the filing of a police report with the UWF Police Department (or other law enforcement agency), (2) providing a signed written statement directly to the associate vice president for student affairs or designees, or (3) by filing an incident report or written statement with the Housing Office.

This information will then be reviewed by the university to determine the most appropriate action to be taken. This may include taking no action, conducting further investigation into the incident, resolving the conflict in an informal manner, referring the case to housing, or initiating charges in accordance with the procedures contained in this code. Charges should be filed within ten (10) working days after receipt of all available information regarding the complaint. Charges cannot be filed that exceed one (1) year after the discovery of the incident.

Charges. When a determination to charge is made, the university shall notify the student in writing of the charge(s) and the allegation(s) on which the charge(s) are based. This notice shall

inform the student that he or she has three (3) regular business days in which to contact the appropriate agency (the Housing or Judicial Office) in which to select a hearing forum.

Hearing Forum. The student has the right to have the charges heard by a university panel, unless the student chooses to waive this right and have a designated university administrator review the case and make a determination with regard to responsibility and sanctioning. In electing one forum, the student waives the right to the other.

For cases handled by the University's Judicial Office, the designated panel is the University Conduct Committee. The University Conduct Committee consists of one administrator, one faculty member and two students. The committee's decisions are final unless appealed (see VI. Appeals).

For cases handled by the Housing Office, the designated panel is the Residence Life Student Review Board. Students may waive a hearing to this board and have their cases heard by a designated housing staff member. Decisions of the Residence Life Student Review Board are recommendations to the associate vice president for student affairs or designee. The charged student must be notified in writing of any differences between the recommendation of the board and the final decision.

The student has three (3) regular business days after receipt of the charges to contact the appropriate university agency and notify them of the student's decision regarding the type of hearing forum. If a student does not contact the university during this time, a determination regarding the choice of hearing forum may be made by the university. The university retains the right to send any conduct case that is determined to be serious in nature directly to the University Conduct Committee. When two or more individual cases stem from the same incident, those cases should be heard by the same hearing body. In such cases, the university may either pre-select the hearing forum or consult with the students involved before making the determination.

Upon receipt of the student's choice for a hearing body, the university shall schedule a hearing and notify the student at least five (5) regular business days in advance of the date, time, and location of the hearing unless a student chooses to waive in writing the five (5) regular business day notice and proceed with a hearing.

Rights of the Charged Student. Students charged with violations of the Student Code of Conduct will be provided clear and complete notice of the charge(s) against them and the allegations upon which the charge is based.

1. Pre-hearing information. To assist the student in preparing for the hearing, pre-hearing information will be available for the student. This information shall include a copy of the hearing procedures and the opportunity to review the available written information that will be reviewed at the hearing. The student and his or her advisor shall have the opportunity to inspect the information at least three (3) regular business days in advance of the hearing.

2. Hearing. Student shall be entitled to a prompt hearing. Students will be given an opportunity to present information, including witnesses during a fair and impartial hearing. Student may inspect all documentary evidence presented at the hearing, may hear and question all available adverse witnesses testifying at the hearing, and may present evidence and call witnesses. If a called witness does not appear, their written or taped statements may be considered by the hearing body, but the statement shall be weighted accordingly by the hearing body as the charged student has no opportunity to cross examine the witness making the written or taped statement. Student questioning of witnesses may be modified in cases involving confidential or protected situations such as in hearings involving victims of crimes or protected student information. Witnesses for the hearing will be required to wait outside of the hearing until their point of participation.

3. Advisement. Student is entitled to have any one person at the hearing to serve as advisor. Students are required to address the hearing body in person, on their own behalf, although they may consult with their advisor during the hearing. This consultation must take place in a manner that does not disrupt the proceedings. The advisor shall not speak on behalf of the student. The advisor shall not serve as a witness.

4. Testimony. Students shall not be forced to present self-incriminating testimony. However, the university is not required to postpone disciplinary proceedings pending the outcome of any criminal proceeding.

5. Decision. The charged student has a right to receive a written decision regarding the charges against him/her. The decision letter shall contain a decision regarding responsibility on each charge, a finding of fact, and any sanctions (if applicable).

6. Student status. The student's status on campus will remain unchanged pending the final decision, except in cases of emergency as outlined in section VII.

Rights of the Victim. Victim's rights apply to cases involving sexual misconduct, stalking and physical abuse. These rights include:

1. Advisement. To have an advisor or advocate of the alleged victim accompany her/him when presenting information to the hearing body and to any other relevant meetings held throughout the disciplinary process.

2. Victim Impact Statement. To submit a victim impact statement to the hearing body. This information would only be used in the sanctioning phase of deliberations and is confidential. The impact statement consists of how the victim was impacted by the incident and recommendations for possible sanctions. The hearing body is not bound by these recommendations.

3. Past Behavior. To have unrelated past behavior excluded from the hearing. The hearing body will decide if such information is relevant.

4. Questions. To submit questions to the hearing body. The hearing body will consider posing those questions to the charged student.

5. Limited Privacy. To testify in limited privacy, as long as the process does not compromise the charged student's right to confront and question the witness. This option must be requested at least three (3) regular business days in advance of the hearing. In cases involving sexual assault, questions by the charged student to the victim may be asked through the hearing body. Appropriate follow-up questions by the charged student are permitted.

6. Notification. To be notified of the outcome of the hearing, including the decision and the sanctions, once a final decision is rendered.

### ***B. Offenses***

Violation of any of the following actions, or the aiding, abetting or attempting to commit these offenses by a student constitutes an offense that will result in disciplinary action.

1. Forgery, alteration or misuse of documents or records.

2. Threatening behavior: This includes intimidation, harassment, coercion, verbal or physical abuse of persons, including involvement in relation to any student disciplinary process.

3. Stalking: Defined as to follow or otherwise contact another person repeatedly, so as to put that person in fear for their personal safety.

4. Sexual misconduct:

- a. Any sexual act that occurs without the consent of the victim, or that occurs when the victim is unable to give consent.
- b. Lewd and indecent conduct.
- c. Voyeurism.

5. Destruction, damaging or misuse of public or private property.

6. Theft and/or the possession of stolen property.

7. Disruptive and/or disorderly conduct. Individual or group conduct of a nature that:

- a. Interrupts or interferes with educational activities of the university.
- b. Infringes upon the rights and privileges of others.
  - c. Is prejudicial to the maintenance of order or the normal operation of the university.

8. Alcohol misconduct:

- a. Possession and/or consumption of alcoholic beverages by individuals under the age of 21.

- b. Buying, selling or distribution of alcoholic beverages to individuals under the age of 21.
- c. Possession and/or consumption of alcoholic beverages in areas prohibited by university policy (see the UWF Alcohol policy).
- d. Any conduct taken under the influence of alcohol that endangers one's own health or safety or the safety of others.
- e. Possession of liquor or kegs.

9. Drug misconduct:

- a. Possession and/or consumption of drugs or any controlled substance prohibited by law.
- b. Manufacturing, buying, selling or distribution of drugs or any controlled substance prohibited by law.
- c. Possession of drug paraphernalia.

10. Possession or use of weapons and firearms, fireworks, and explosive devices. This includes, but is not limited to, BB guns, stun guns, hunting knives, bow and arrows, machetes and martial arts weapons.

11. Computer misuse. Unauthorized access or entry into a computer, computer system, network, software or data; or the unauthorized alteration, copying or distribution of software or data. (See UWF Computer Policy for further clarification and policies.)

12. Trespass. The unauthorized access to an area, room or building.

13. Hazing. Any group or individual action or activity that inflicts or intends to inflict physical or mental harm or discomfort or which may demean, disgrace or degrade any person, regardless of the intent or the consent of participant(s). Although hazing is related to a person's initiation or admission into, or affiliation with, any student group or organization, it is not necessary to have direct proof that a person's initiation or continued membership is contingent upon participation in the activity for a charge of hazing to be upheld.

14. Fire safety:

- a. Inappropriate activation of any emergency warning equipment or the false reporting of any emergency.
- b. Removal, damage or tampering with fire safety or other emergency warning equipment.
- c. Failure to evacuate a university building or facility when a fire alarm is sounded.

15. Knowingly provides false or misleading information to a university official, to a hearing body, on a university document or to a law enforcement agent or agency.

16. Endangerment:

- a. Action(s) that endanger one's own health or safety.
- b. Action(s) that endanger the health, safety or well being of another person or group.

17. Failure to comply with the reasonable order of a university official or the lawful

order of any non-university law enforcement official. Failure to heed an administrative summons issued pursuant to university rules and regulations.

18. Violations of federal or state law, respective county and city ordinances which bring discredit to the university or result in disruption of the normal operation of the university.

19. Violation of any published University of West Florida policies, rules or regulations. This includes, but is not limited to, housing policies, computer policies or other university policies directly related to departments, organizations or clubs.

### **C. Non-Academic Hearing Procedures**

All hearings are governed by the following procedures. Procedural modifications may be made to expedite proceedings as long as they do not jeopardize the charged student's fundamental rights or the fairness of the hearing.

1. Burden of Proof. The burden of proof rests with the university. The standard of proof shall be the "preponderance of the evidence." This standard means that the evidence, taken as a whole, supports that it is more likely than not that the violation occurred.

2. Decisions. Decisions of "responsible" or "not responsible" on the charge(s) shall be based solely on the evidence presented at the hearing. In cases involving multiple students charged from the same incident, information obtained at one hearing may be used at another hearing, provided that the charged student involved has the full opportunity to review and respond to the information in the hearing against them.

3. Confidentiality. All hearings shall be closed and confidential unless (1) specifically requested otherwise by the charged student in writing three (3) regular business days in advance of the hearing and (2) such a request does not impede the university's ability to comply with state and federal laws regarding confidential information. In cases involving alleged victims and competing interest, the associate vice president for student affairs will make the final determination regarding open and closed hearings.

4. Failure to Appear. If the student fails to appear at the hearing, the hearing may proceed in the student's absence and a decision rendered provided that the student has been properly notified of the hearing.

5. Official Record. A record of the hearing shall be made by the presiding hearing officer. The record may be in written form or in any other form capable of being converted into written form within a reasonable time. The student shall be entitled to a copy of the written record of the hearing at cost. Any student who wishes to have an audio copy of the hearing must notify the hearing board at least three (3) regular business days in advance.

6. Deliberations. Deliberations are closed and shall include only those members involved in the decision making process.

7. **Notice of Decision.** A decision shall be available in writing to the student within five (5) regular business days following the hearing. This time may be extended in cases in which additional time is necessary for deliberations. If additional time is necessary, the charged student shall be notified. The decision letter shall contain a decision on each charge, the finding of fact and any recommended sanctions (if applicable).

8. **Hold on Student's Records.** The university may place a hold on the records or registration of any student who fails to respond to a judicial notice or to ensure resolution of the case prior to transfer or graduation. All pending judicial matters must be resolved prior to a student's graduation, transfer from or continued education at the University of West Florida.

9. **Disabilities.** Any student with a documented disability may request that reasonable accommodations be provided during the judicial process. This request must be made at least three (3) regular business days in advance of the hearing, and the accommodations must be approved by the Office of Disability Services and the associate vice president for student affairs.

## **V. Sanctions**

Students adjudicated responsible of violations(s) of the Student Code of Conduct will be subject to one or more of the following sanctions. This determination is made in light of the unique facts and circumstances surrounding each individual case and the previous conduct history.

Any offense that is motivated by bias may result in stronger penalties.

A. **Counseling.** Psychological service or evaluation to help students deal more effectively with conduct.

B. **Reprimand.** Formal written notice to the student and official recognition that a violation has occurred.

C. **Community Service.** Performance of a specified service for a prescribed number of hours to the university community.

D. **Degree Program Modification.** Additions to or substitutions in the current degree program.

E. **Grade Reduction.** Reductions of grade(s) for test(s), assignment(s), or course(s).

F. Educational Activities. The inclusion of attendance at educational programs, interviews with appropriate officials, planning and implementing educational programs, research papers and other educational activities.

G. Restriction. The withdrawal of specified privilege(s) for a definite period of time. Restrictions may include requirements such as not entering certain areas of housing or the campus, not contacting a certain individual or group, or not operating motor vehicles on campus.

H. Restitution. A payment of financial injury in cases involving theft, destruction of property or deception.

I. Probation. A period of time during which any further violations of the Student Code of Conduct may impact or jeopardize the student's status in a specific manner. The three types of probation that can be imposed are as follows:

Conduct Probation. A specified period of time in which any future violations of the Student Code of Conduct can result in increased sanctions being imposed that exceed those of a student who is not on conduct probation.

Housing Probation. A specified period of time in which any future violations of the Student Code of Conduct will result in the termination of housing privileges and access to any university owned housing facilities.

University Probation. A specified period of time during which any further violation of the Student Code of Conduct puts the student's status with the university in jeopardy. Additional violations of the Student Code of Conduct that occur during this period probation may result in suspension or dismissal. Students are restricted from holding office in any student organization and cannot represent the university in any official capacity during the term of university probation. Continued enrollment depends on maintenance of satisfactory conduct during the period of probation.

J. Eviction from University Housing. Permanent removal from the housing system.

K. Suspension. The termination of the student's attendance at the university for an indefinite or specified period of time. Conditions that must be met before re-enrollment is considered may be placed on a student as part of this sanction.

L. Expulsion. The permanent separation of the student from the university.



## **VI. Appeals**

Academic Misconduct Appeals. For cases involving academic misconduct, a student may appeal the decision to the provost/ vice president for academic affairs within five (5) working days after receipt of the written decision. The appeal shall be in the form of a written request for review. The appeal shall consist of a review of the prior proceedings; there shall not be another hearing. At the conclusion of that appeal, the decision of the provost/vice president for academic affairs shall be final. The student shall receive a written decision to the appeal.

Non-Academic Misconduct Appeals. For cases involving non-academic appeals, a student may appeal the decision to the vice president for student affairs within five (5) working days after receipt of the written decision. The appeal shall be in the form of a written request for review. The vice president may choose to hear the appeal or designate an appropriate staff member to review the appeal and make a recommendation to the Vice President. No person may hear or decide an appeal if he or she participated in the charging decision or hearing process. The appeal shall consist of a review of the prior proceedings; there shall not be another hearing. The student shall receive a written decision to the appeal.

## **VII. Immediate Suspension of a Student**

In certain circumstances involving a student's actions that may affect the safety, health, or general welfare of the student or university community, the vice president for student affairs, or the associate vice president for student affairs may impose an immediate suspension prior to the student's conduct hearing. Student organizations may be immediately suspended by the director of student activities and organizations, vice president for student affairs, or the associate vice president for student affairs. The vice president and associate vice president for student affairs, and the director of university housing has the authority to cancel a student's university housing contract under a separate process.

An immediate suspension means that a student cannot be on university property, cannot attend classes, and cannot use university facilities. An immediate suspension requires that the student be notified in writing by the university.

The student has the opportunity to request a hearing on the immediate suspension to the vice president of student affairs. If requested, the hearing will be conducted within three (3) regular business days of the receipt of the student's written request by the vice president for student affairs or designee. The scope of this hearing is solely on whether the immediate suspension should continue until a hearing is heard on the facts of the case.

Disciplinary charges will be filed either when the immediate suspension is imposed or as soon thereafter as possible.

In cases in which a student is immediately suspended, but the student is subsequently found not responsible for all violations, the university will take the following steps; (1) correct any record of the change in enrollment status in the student's permanent records and reports in a manner compliant with state and federal laws; and (2) refund to the student a pro rata portion of any fees and charges for tuition, and other university specific fees and charges, as appropriate due to the temporary change in enrollment status.

## **VIII. Records**

Records. The Office of the Vice President for Student Affairs is the official custodian of all educational records involving misconduct. Records will be managed pursuant to FS 228.093.

Student files involving cases that do not result in suspensions or expulsions shall be expunged seven (7) years after a decision is reached on a charge. Cases that result in suspensions or expulsions will be kept permanently. Statistical data and database information may be kept permanently at the university.

Students found "not responsible" or cases in which charges are dropped are considered not to have a judicial record.

Transcription notations. In cases that result in a suspension, a transcription notation will be placed on the student's records during the period of suspension. In cases involving expulsion, a permanent notation will be placed on the student's transcriptions.

*Updated: code 4. doc 3/26/02*

**UWF Board of Trustees  
April 12, 2002**

**Issue:** Structure, growth, and development of the Institute for Human and Machine Cognition

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**Proposed action:** Discussion only

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**Background information:**

The Institute for Human and Machine Cognition in the 2000-2001 academic year had an expenditure budget of approximately \$5.5 million. Of this amount, only \$688,000 came from recurring state dollars. During that period multi-year grants in effect totaled in the vicinity of \$20 million. This volume of activity, leveraged over a small recurring base, raises the issue of what form of managerial and administrative structure will serve to continue the growth and development of an entrepreneurial entity dependent on external funding.

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**Supporting documentation:** None

**Prepared by:** Morris L. Marx  
President  
(850) 474-2200

**UWF Board of Trustees  
April 12, 2002**

**Issue:** Expansion of Student Housing System

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**Proposed action:** Discussion only

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**Background information:**

Exploratory actions are underway that will facilitate the expansion of the Student Housing System. The envisioned two-phase expansion will consist of constructing two student-housing facilities designed to accommodate approximately 200 beds each. Configured similar to John C. Pace Jr. Hall, these facilities will primarily house traditional, undergraduate students with an emphasis on freshmen.

This informational update will provide a status report with regard to the student market, physical description of project, site location, financing, debt service coverage, and the required approval, contractor selection, and construction processes.

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**Supporting documentation:** None

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