



Board of Trustees
UNIVERSITY of WEST FLORIDA

**Presidents Performance Evaluation and
Metrics Ad Hoc Committee Meeting
Thursday, September 7, 2023
Zoom Webinar**

[Zoom Webinar](#) | Passcode: 392703

Agenda

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| I. Call to Order | Jill Singer, Chair |
| II. Roll Call | Anna Lochas |
| III. Greeting | Jill Singer, Chair |
| IV. Public Comment | Anna Lochas |
| V. Approval of Minutes | Jill Singer, Chair |
| a. August 17, 2023 – Committee Meeting Minutes | |
| VI. New Business | Jill Singer, Chair |
| a. Action Items | |
| i. PPEM-1 : Approval of the 2022-2023 Presidential Performance Evaluation Report | |
| ii. PPEM-2 : Approval of the President's 2024 Employment Agreement | |
| VII. Other Committee Business | Jill Singer, Chair |
| VIII. Adjournment | Jill Singer, Chair |

**Presidential Performance Evaluation and Metrics Ad Hoc Committee
August 17, 2023
Zoom Webinar
DRAFT Minutes**

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Committee Meeting

1:00 p.m.

The public was provided with information to join this virtual public meeting on the UWF Board of Trustees website.

I. Call to Order

A. The meeting of the UWF Board of Trustees Presidential Performance Evaluation and Metrics Ad Hoc Committee was called to order at 1:00 p.m. by committee Chair Jill Singer.

II. Roll Call

A. Chair Singer asked Anna Lochas to conduct roll call. Trustees Jill Singer, Alonzie Scott, and Stephanie White were in attendance.

B. Other Trustees in attendance included:

1. Suzanne Lewis and Susan James.

C. Others in attendance included:

1. Gary Liguori, Provost & Senior Vice President; Jamie Sprague, Chief Human Resource Officer; Susan Woolf, General Counsel; Anamarie Mixson, Assistant Vice President for the Office of the President; Christophe Lizen, Director of Institutional Research; Michael Wyatt, Assistant General Counsel; Brittany Sherwood, Director, Office of Institutional Communications; and Anna Lochas, BOT Liaison.

III. Greeting

- A. Chair Singer welcomed everyone to the meeting and noted that there were 2 action items and no information items on the Presidential Performance Evaluation and Metrics Ad Hoc Committee agenda.

IV. Public Comment

- A. Chair Singer opened the floor for public comment. There were none.

V. Approval of Minutes

- A. Chair Singer reminded the trustees that they had been given the opportunity ahead of time to review the minutes of the July 19, 2023, Presidential Performance Evaluation and Metrics Ad Hoc Committee Meeting. Chair Singer asked for a motion to approve the minutes as presented if there were no changes or corrections.
 1. Motion by: Trustee White
 2. Seconded by: Trustee Scott
 3. Motion passed unanimously.

VI. New Business

A. Action Item

1. PPEM-1: Approval of the 2022-2023 Presidential Performance Evaluation Report
 - a. Chair Singer moved to the first agenda item which she presented. Chair Singer identified that the committee members had been given time to review the Presidential Performance Evaluation and report. Chair Singer led a discussion on President Saunders' 2022-23 Presidential Evaluation results, Trustee comments, and total average score of the compiled results. Chair Singer provided the committee with information she discussed with Jamie Sprague, Human Resources, to assist in the committee's discussion of the President's overall evaluation and compensation consideration.

- b. Chair Singer asked for motion to approve the Presidential Performance Evaluation Report with a recommended 20% one-time performance incentive payment for the 2022-2023 performance year.
 - i. Motion by: Trustee White
 - ii. Seconded by: Trustee Scott
 - iii. Motion passed unanimously.
- c. Chair Singer moved to the next portion of the action item which was to discuss and make a recommendation for the President's base salary for the 2024 employment contract. The discussion ran over the allotted time for the meeting and had to be paused until another meeting could be scheduled.

VII. Adjournment

1:52 p.m.

- A. Chair Singer stated that another meeting would be scheduled before the September 14, 2023, full board meeting to finalize the remaining action items. Chair Singer thanked those in attendance for their participation. Chair Singer adjourned the meeting at 1:52 p.m.

**Board of Trustees
Presidential Performance Evaluation and Metrics Ad hoc Committee
September 7, 2023**

Approval of the 2022-2023 Presidential Performance Evaluation Report

Recommended Action:

Approve the 2022/2023 Presidential Performance Evaluation Report

Background Information:

In keeping with the Presidential Evaluation Policy BOT-14.01-06/17 schedule, the BOT Presidential Performance Evaluation and Metrics (PPEM) Ad Hoc Committee provided the Trustees with the 2022-2023 Presidential Evaluation via Qualtrics. The committee provided the Trustees with the following supporting documents:

- University Policy BOT-14-14.01-06/17 Presidential Evaluation Policy
- 2022 UWF Accountability Plan
- 2022-2023 Presidential Goals
- 2022-2023 Presidential Goals Report - Self Eval
- 2021-2022 Presidential Evaluation Compiled Results

The Trustees completed the evaluation and provided comments and observations about the President's performance. The score range was 1 to 5 with 1 representing "Does Not Meet Expectations"; 3 representing "Meets Expectations"; and 5 representing "Exceeds Expectations".

The categories that each Trustee was asked to assign a score were as follows:

- Strategic Direction: Learner Centered and Focused
- Strategic Direction: Academic Programming, Scholarship & Research
- Strategic Direction: Personnel Investment & Engagement
- Strategic Direction: Community and Economic Engagement
- Strategic Direction: Infrastructure

The evaluation results along with the supporting documents and compensation analysis were used to create the draft 2022-2023 Presidential Performance Evaluation Report.

Implementation Plan:

The 2022-2023 Presidential Performance Evaluation Report will be presented to the full board at the September 14, 2023, meeting.

Fiscal Implications:

Any approved changes to the President's compensation.

Relevant Authority:

University Policy BOT-14-14.01-06/17 Presidential Evaluation Policy

Supporting Documents:

1. Evaluation Results
2. SUS President Salary Analysis
3. President's Salary Calculations
4. Draft Presidential Performance Evaluation Report

Prepared by:

Anna Lochas, Board of Trustees Liaison

Jamie Sprague, Association Vice President for Human Resources

Brittany Sherwood, Director of Strategic and Presidential Communications

Presenter:

Trustee Jill Singer, Chair, BOT Presidential Performance Evaluation & Metrics Ad Hoc Committee

2022-2023 Presidential Evaluation

Trustee Survey Results

1. Answer Options for Strategic Direction: Learner Centered and Focused



Additional Comments for Strategic Direction: Learner Centered and Focused

Please take the time to provide further comments supporting and explaining your evaluation of the President's performance regarding this strategic direction.

Dr. Saunders has excelled in making sure that UWF stays learner centered and focused. She wants the best for our students and faculty, which has been evident in how she pursues the most qualified professors and staff; keeps her eye on the performance based metrics; and cares for our students by offering them a variety of educational and extracurricular opportunities.

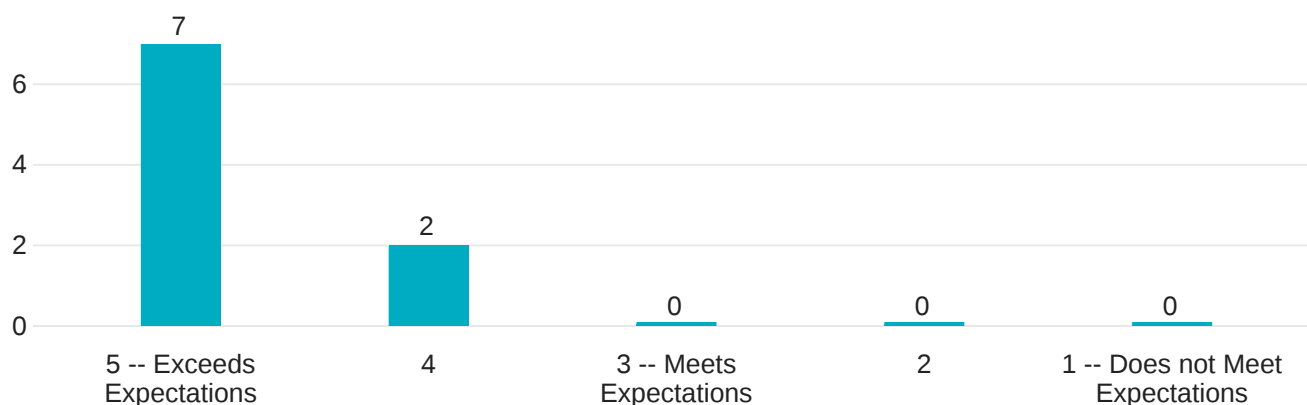
President Saunders is very focused on this Direction and has remained focused on student success throughout her time as President. I look forward to seeing what new and innovative approaches she and her team can bring to this strategic goal in the future especially as it relates to 4 year graduation rates and finding new pathways to increase the success of student transfers.

Dr. Saunders has fully completed expected outcomes in all areas of Learner Centered and Focused strategic direction area one. The improvements she has championed are properly focused on student success and outcomes. Additional focus on student and campus well-being was received enthusiastically and provided a solid foundation for safety, health, and achievement by all.

Dr. Saunders achieved optimal levels of personal performance and accomplishments, attained results, and positively impacted the university. She demonstrated high administrative competency across various leadership and management services.

Her strategic thinking, judging, and planning allowed the staff, faculty, and cabinet to execute the mission, vision, plans, actions, and milestones effectively. In short, she demonstrated superior executive acumen under a variety of circumstances.

2. Answer Options for Strategic Direction: Academic Programming, Scholarship and Research



Additional Comments for Strategic Direction: Academic Programming, Scholarship and Research

Please take the time to provide further comments supporting and explaining your evaluation of the President's performance regarding this strategic direction.

In serving from my capacities on the academic services subcommittee, it was evident to me that President Saunders was proactive in her implementation of the priorities in this area for ensuring the continued growth and success of the University. She understands the programmatic relevancy that is critical to student future success as they join the workforce and appreciates the research value through expanding opportunities for applied learning and experience.

Dr. Saunders and her team are continually looking for ways to improve UWF's academic programming, as evidenced by her goals.

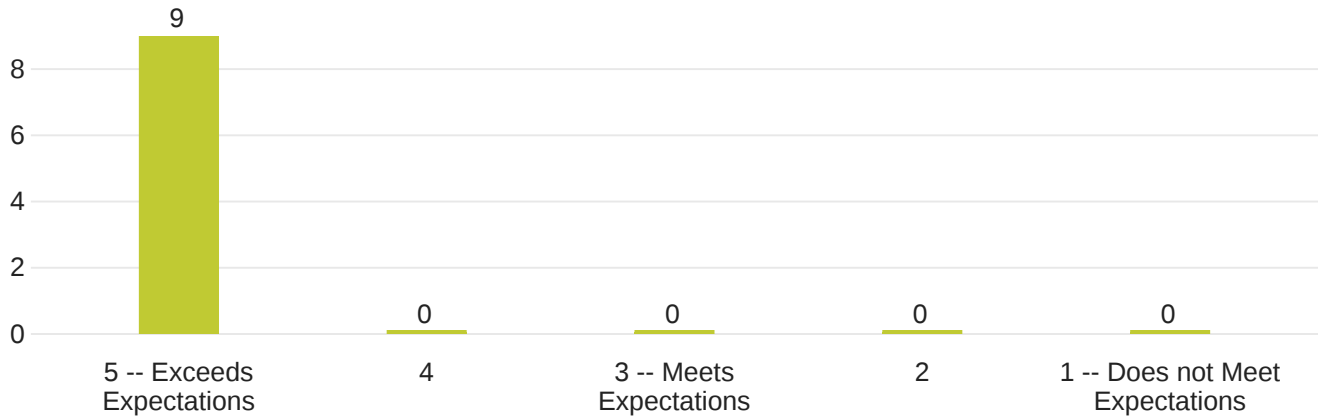
President Saunders has achieved continuous improvement in many aspects of this Strategic goal. Her focus and those of her leadership team have resulted in deepening the University's commitment to increase, change, adapt to the needs of our University, Region and students.

It is a well-placed priority for Dr. Saunders to focus on academic programming, scholarships, and research to improve experiences of students while creating future leaders for our communities and nation. The completion of additional scholarships, continued focus on on-line learning even in post-pandemic education, perpetual review of new degree programs of consequence, and a commitment to research are examples of Dr. Saunders' leadership to make UWF a mighty regional institution.

Dr. Saunders fulfilled the academic programming, scholarship, and research goal by thoroughly analyzing the predicaments and relevant information, formulating the right action plan, assigning the best university internal and external talent, and maintaining high professional engagement with her team to get the job done.

Her growth and engagement mindset challenges the status quo by creating an organizational climate motivating people to work together and achieve outcomes highlighted to improve the university's academic endeavors. She succeeds daily by rewarding, recognizing, and rewarding her team for the results spotlighted under this goal.

3. - Answer Options for Strategic Direction: Personnel Investment & Engagement



Additional Comments for Strategic Direction: Personnel Investment & Engagement

Please take the time to provide further comments supporting and explaining your evaluation of the President's performance regarding this strategic direction.

The personnel of the University is at the center of President Saunder's attentions and she is aware of the challenges for recruitment, retention and empowerment as it pertains to the overall success of the University.

Dr. Saunders has created a positive work culture. It is always a joy to be on UWF's campus - the professors and staff are friendly, engaging, and motivating. It is evident that Dr. Saunders cares about her team.

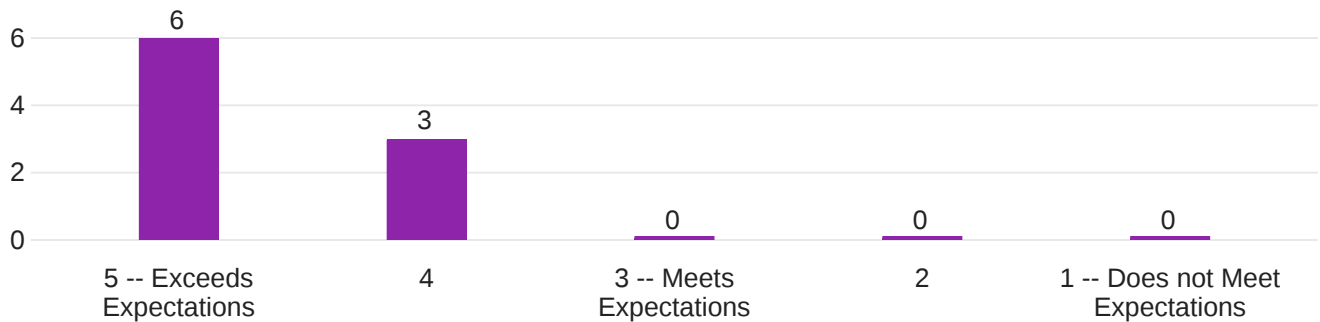
Personnel investment and Engagement has improved significantly during President Saunders tenure, which has resulted in establishing UWF as an excellent place to work, learn, live and contribute. The culture on campus has grown and developed resulting in student, faculty and staff success in all aspects of the University's culture throughout the NW Florida community. The commitment to building and maintaining a strong sense of place, people and acceptance of all will stand the University strong for many years to come.

Dr. Saunders demonstrates a continuous commitment to the people of UWF. Her focus shows an understanding of the "village" it takes to provide a high quality education and learning environment for the students of UWF. Retention of outstanding employees is a critical element to build/keep an engaged and excited workforce. I applaud her initiatives designed to promote respectful debate and dialogue on tough societal and political issues.

Dr. Saunders maximizes the performance of personnel Investment and engagement by bringing out the best in her team to overcome obstacles and foster a productive work environment. She effectively navigated the university's social and economic landscape by building relationships thru trust and respect.

She builds close rapport and positive working relationships as necessary to keep the university thriving and striving for "excellence." She reigns as a compelling gregarious, and optimistic leader in the State University System of Florida, focused on achieving and surpassing personal and professional goals.

4. - Answer Options for Strategic Direction: Community and Economic Engagement



Additional Comments for Strategic Direction: Community and Economic Engagement

Please take the time to provide further comments supporting and explaining your evaluation of the President's performance regarding this strategic direction.

This area is an ongoing area of attentions for the President and from what I can see the University has made great strides since coming away from what the entire nation faced in the time of pandemic. Opportunities remain to better engage with the community and economic impacts of such partnered efforts remains a key area where the University should apply strategic planning to those efforts.

Our community loves UWF, and UWF loves our community. Dr. Saunders engages our community through sporting events, monthly newspaper articles, alumni events, and other events, such as the Women's Event in the spring.

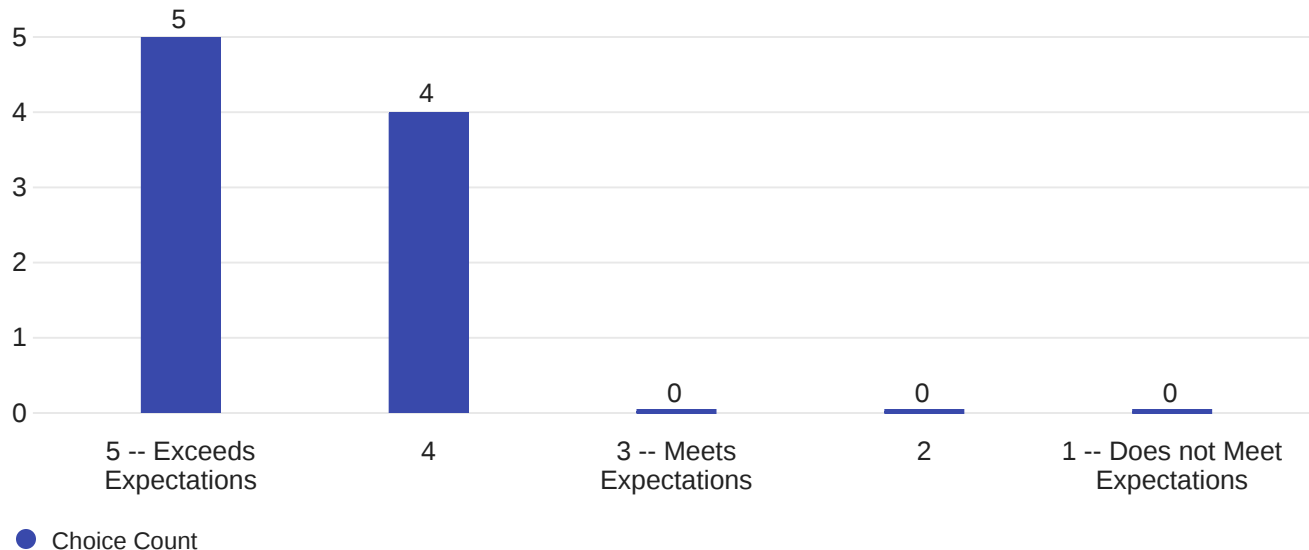
The work of President Saunders to build the trust, respect and knowledge it takes within the large NW Florida Region speaks for itself as it has not only brought financial successes to the University and the community but the respect of the the entire State of Florida University System for the presence and performance of this University.

Dr. Saunders success can be quantitatively measured in Legislature and State funding outcomes; she ensured continuous dialogue with our senators and representatives plus the Board of Governors to spotlight UWF needs. In addition, her commitment to alumni engagement and long-term economic growth for UWF and the surrounding Northwest Florida area is evidenced in the achievements noted in the above report. It takes more than football and a stadium; both will, however, generate positive economic (and community) outcomes for Pensacola and the University.

With her broad grasp of challenges, Dr. Saunders accelerates community and economic engagement by dealing effectively with local, regional, and state organizational climates. She works with her to develop creative and cost-effective solutions. She views the university's business as an asset to solve multi-faceted problems, needs, or interests.

Additionally, while two goals are on track for completion, the university's shift to move the football games on campus within one year was nothing short of specular. She distinguished herself as a practical leader who sought and created community networks, alliances, and partnerships to administer one of the best-led and managed universities within the state.

5. Answer Options for Strategic Direction: Infrastructure



Additional Comments for Strategic Direction: Infrastructure Please take the time to provide further comments supporting and explaining your evaluation of the President's performance regarding this strategic direction.

Completing the Campus Master Plan is a significant accomplishment for President Saunders especially during a time period when many other priorities could have postponed the completion (COVID and HERFA demands). The implementation of the plan has and will continue to grow and foster during her leadership.

The achievements noted above are very strategic and centered on creating a campus-environment which is modern, welcoming, and open to all. Balancing the vision with attention to detail, as noted in proper accounting for CARES/HEERF, is to be commended. Dr. Saunders' attention is on safety for the campus and growth for our future.

Dr. Saunders audited the infrastructure to assess the challenging and shifting priorities. She exercised practical thinking, problem-solving, and visionary leadership to address the seven diverse goals under this performance measure. She demonstrated diverse knowledge, skills, abilities, behaviors, and other attributes to handle multiple projects simultaneously.

She optimizes resources-people and fiscal, enthusiastically conveys pride in her work, and sustains high achievement levels for the staff, faculty, cabinet, and students to emulate. Her efforts place the university on a path of continuous short and long-term improvements, as reflected in the plans, outcomes, milestones, deliverables, or results associated with this goal.

6. Additional Comments

President Saunders is leading the University to accomplish its goals and meet the expectations of the Board in carrying out her role as President. She has my confidence and encouragement that she will continue to apply her skills professionally as she directs progress for the University in the term ahead.

Perhaps the most impressive quality of President Saunders and her leadership is the ability to set excellent goals and directions for the University that result in substantial achievements to grow, transform and sustain long term improvements for the University in response to a climate and culture of rapid change. I expect, as well as that of the broadest communities the University serves to continue well into the future. President Saunders has a keen sense and focus on both the internal and external issues facing UWF within our Community, Region and State.

Dr. Saunders is our "energizer bunny"! She demonstrates high leadership acumen accompanied by high emotional intelligence in driving UWF to a future which is bright and full of promise. I commend her for another terrific year at the helm of UWF and look forward to continued achievements in the coming year.

Dr. Saunders leads and manages the University of West campus like it's her family. She develops effective strategies and courses of action to attain the performance local, regional, and state interested parties expect. She continuously develops innovative and creative techniques to address manners right way to manage with the right people.

Her efforts meet and exceed the standards of her primary responsibilities and goals on time or schedule. She succeeds and persuades with tact, logical thinking, and skillful presentations to all willing to listen and learn. Her aim is always about making the university the best it can be and finding people to help maintain the momentum.

She's an adept negotiator, extremely dedicated, and takes pride in performing the University of West Florida Presidency job. In short, she is a catalyst for educational leadership and management success driven by purposefulness, harmony, and teamwork. Go Argos!

Martha continues to make great strides in the growth, quality and reputation of UWF. The University would not be where it is without her.

From her return to UWF as provost and through her presidency, Dr. Saunders has consistently and most successfully applied her experienced skills of university leadership. Very importantly she has the highest level of support and respect of the faculty staff. The metric system of FBOG evaluation of the public universities initially scored UWF low. She developed the leadership, plans and emphasis of tackling those challenges and UWF moved to and remains in the upper rankings. Enrollment has steadily increased and employment levels of graduates exceed those of other universities in the major employer regions. Community engagement levels of UWF are higher than ever and UWF continues to develop new degree and other programs that meet the needs of NW Florida.

In short, she exceeds expectations in all areas of performance and leadership.

**2022-2023 Presidential Evaluation
Trustee Survey Averages**

Value	Q1	Q2	Q3	Q4	Q5	
5	8	7	9	6	5	
4	1	2	0	3	4	
3	0	0	0	0	0	
2	0	0	0	0	0	
1	0	0	0	0	0	Overall
Average	4.89	4.78	5.00	4.67	4.56	4.78

SUS President Salary Analysis

University	Last Name	First Name	Annual Salary	Other Compensation	Comments	Total Compensation (if bonus or annuity not paid by 6/30/2023, it is not included in Total Compensation)	Comments
FAMU	Robinson	Larry	\$436,436	\$119,348	Housing, Car, Bonus	\$555,784	
FAU	Volnick	Stacy	\$500,000	\$60,000	Other	\$560,000	Interim President
FGCU	Timur	Aysegul	\$500,000	\$72,000	Car, Housing, Bonus	\$572,000	New President, eligible for up to 20% performance bonus (Other compensation does not reflect amount as one year has not ended to assess for bonus. If 20% bonus paid, it would be \$100k). Guaranteed a minimum of a 4% salary increase per year.
FIU	Jessell	Kenneth	\$650,000	\$249,644	Car, Bonus, Other	\$899,644	
FPU	Avent	Randy	\$460,075	\$197,466	Car, Spouse travel, Annuity, Bonus	\$657,541	
FSU	McCullough	Richard	\$600,767	\$210,692	Housing, Car, Bonus, Other	\$811,459	
NCF	Cochran	Richard	\$699,000	\$325,700	Housing, bonus, auto allowance, entertainment, travel, and retirement contribution	\$1,024,700	
UCF	Cartwright	Alexander	\$725,000	\$274,800	Car, Spouse Travel, Bonus, Other	\$999,800	
UF	Sasse	Ben	\$1,000,000	\$361,051	Other	\$1,361,051	
UNF	Limayem	Moez	\$500,000	\$84,000	Car, Housing, Bonus , Annuity	\$584,000	New President, eligible for up to 20% performance bonus (Other compensation does not reflect amount as one year has not ended to assess for bonus. If 20% bonus paid, it would be \$100k). Eligible for 20% annuity payable quarterly.
USF	Law	Rhea	\$655,000	\$547,118	Bonus, Membership Dues, Housing Allowance, Car Allowance, Healthcare Reimbursement, Deferred Compensation	\$1,202,118	
UWF	Saunders	Martha	\$433,153	\$207,817	Housing, Car allowance, Spouse Travel, Annuity, Cell Allowance, Bonus	\$640,970	

\$596,619 Average Salary

Dr. Saunders Other Compensation as of 6/30/2023

Housing Allowance	Car	Spouse Travel	Annuity	Other	Bonus	TOTAL
\$24,092	\$14,054	\$2,354	\$82,901	\$1,958	\$82,458	\$207,817

Cell Phone

Upcoming Permanent Salary Increases

Salary	2.9% COLA	Total Salary	Effective 9/3/2023
\$433,153	\$12,561	\$445,714	
Salary	4% Merit	Total Salary	Effective 10/1/2023
\$445,714	\$17,829	\$463,543	

Revised DATE 8/25/2023

Dr. Martha Saunders' Performance Evaluations

Evaluation Period	Overall Score	Percentage of Overall Score (5.00)	Performance Incentive Given	Percentage of Performance Incentive to Overall Performance Incentive Allowed (20%)	Amount of Performance Incentive
2017-2018	4.51	90%	20%	100%	\$70,218
2018-2019	4.33	87%	20%	100%	\$77,353
2019-2020 *	4.32	86%	7.50%	38%	\$30,292
2020-2021	4.42	88%	18%	90%	\$74,213
2021-2022	4.67	93%	20%	100%	\$82,458
2022-2023	4.78	96%			

* The performance incentive given this performance evaluation year was based on the budget situation, not Dr. Saunders' performance. Dr. Saunders specifically stated that she did not want the performance incentive this performance year. The PPEM felt that her performance warranted a performance incentive despite the budget situation.

Dr. Saunders' Current Salary	15% Performance Incentive	16% Performance Incentive	17% Performance Incentive	18% Performance Incentive	19% Performance Incentive	20% Performance Incentive
\$433,153	\$64,973	\$69,304	\$73,636	\$77,967.54	\$82,299.07	\$86,631
\$445,714	\$66,857	\$71,314	\$75,771	\$80,228.52	\$84,685.66	\$89,143
\$463,543	\$69,531	\$74,167	\$78,802	\$83,437.74	\$88,073.17	\$92,709

Because bonus will be given after 9/3/2023
If bonus is given after 10/1/2023

Annual Performance Incentive

Review Year	% of Annual Performance Incentive	\$ Amount
2017-2018	20%	\$70,218
2018-2019	20%	\$77,353
2019-2020	7.50%	\$30,292
2020-2021	18%	\$74,213
2021-2022	20%	\$82,458

Permanent Pay Increases

Date	Type	Amount of Increase
10/1/2018	8% Merit Increase to Base	\$28,087
3/1/2019	2% COLA to base	\$7,584
1/1/2020 *	New contract with base of \$405,000	\$18,239
3/1/2020	1.8% COLA to base	\$7,290
10/30/2022	3% COLA to base	\$12,369
1/1/2023	New contract with base of \$433,153 (2%)	\$8,494

*This was the year Dr. Saunders' 3-year contract was extended/renewed for one year per BOG requirement for all SUS Presidents

DRAFT

2022-23 PRESIDENTIAL PERFORMANCE EVALUATION REPORT PREPARED BY THE UWF BOARD OF TRUSTEES PRESIDENTIAL PERFORMANCE, EVALUATION AND METRICS AD HOC COMMITTEE

Per Presidential Evaluation Policy BOT-14.01-06/17; Section VI. Evaluation Period/Goal Setting/Timeline (c) Annual Performance Evaluation Timeline 4. The Committee will evaluate the President's performance using the evaluative criteria and prepare an evaluation report containing an applicable compensation recommendation for the Board by Sept. 14, 2023;

The Presidential Performance Evaluation and Metrics Ad hoc Committee submits the following report and recommendations for President Martha Saunders' 2022-23 annual performance evaluation. The Presidential Evaluation Policy requires that the President's performance evaluation take place according to a prescribed time schedule, culminating in the completion of this report and submission of the Committee's related recommendations to be acted upon by the full Board of Trustees at their September meeting.

The totality of the recurring criteria the Board of Trustees evaluates the President on includes 14 items:

- The BOG's Performance-Based Funding Metrics/Strategic Plan;
- Responsiveness to the BOG's strategic goals and priorities, and compliance with system-wide regulations;
- The President's self-evaluation report;
- The University's current strategic plan, university work plan, and accountability report;
- President's current goals;
- Responsible fiscal management of the University;
- Responsible supervision of key personnel;
- Positive governmental and community relations;
- Promotion of academic excellence and student success at the University;
- Promotion of ethical conduct at the University;
- Promotion of the reputation of the University;
- Promotion of advantageous relationship with University-affiliated entities;
- University Advancement & Fundraising;
- Key Performance Indicators in the Presidential Scorecard.

In July, the Committee provided the President's Self-Evaluation with additional documentation, the Presidential Scorecard 2022-23, definitions for the scorecard and the UWF 2022 Accountability Plan, In addition, the UWF Presidential Performance Evaluation was provided to each Trustee to solicit individual Trustee feedback on the President's performance. These documents are attached to this report. A compilation of the results of the evaluation and comments are also provided. The score range was 1 to 5 with 1 representing "Does Not Meet Expectations," 3 representing "Meets Expectations," and 5 representing

“Exceeds Expectations.” All of these actions and documents assisted the PPEM committee in completing the evaluation of the President in this sixth full fiscal year of her Presidency.

A synopsis of the scores assigned by the Trustees and the average in each category include:

- Strategic Direction 1: Learner-Centered and Focused: 4.89
- Strategic Direction 2: Academic Programming, Scholarship & Research: 4.78
- Strategic Direction 3: Personnel Investment & Engagement: 5.00
- Strategic Direction 4: Community and Economic Engagement: 4.67
- Strategic Direction 5: Infrastructure: 4.56

Total Average Score: 4.78

Progress, Improvements, Enhancements and Exceptional Leadership

The PPEM Committee met on Aug. 17, 2023, to review the supporting documentation and the Presidential Performance Evaluation results to make a recommendation to the Board of Trustees. Following thorough deliberation and consideration, the PPEM Committee determined the University has continued to thrive under the leadership of President Saunders. Examples of the progress, improvements, enhancements and exceptional leadership during this evaluation period include, but are not limited to the following:

- **Strategic Direction 1: Learner-Centered and Focused**
 - UWF surpassed its PBF Funding Metric 10A goal of 50% with 58.6% of Baccalaureate Graduates completing two or more types of High Impact Practices for the previous year. We believe these practices distinguish our students to prospective employers, contributing to UWF’s high ranking for graduates who are employed.
 - The University’s focus on improving academic success outcomes by enhancing and promoting evidence-based student support strategies has resulted in enhanced student retention and persistence through graduation.
 - UWF earned rankings from U.S. News & World Report in the following categories: Regional Universities South; Top Public School; Best Colleges for Veterans; Social Mobility; Best Undergraduate Nursing.
 - UWF recruited its 11th National Merit Finalist in six years.
 - Professor Emeritus, Muhammad Rashid, and his wife donated \$1 million to name the Department of Electrical and Computer Engineering.
 - Aylstock, Witkin, Kreis & Overholtz law firm donated \$2.5 million to name the UWF Center for Leadership in the College of Business.
 - UWF created a separate School of Education to strengthen teacher education for the region.
 - UWF won national recognition as a gold-level University in the large public school category in the annual Military Friendly Schools list for 2023-2024.
- **Strategic Direction 2: Academic Programming, Scholarship & Research**

- UWF launched a high demand degree in Human Resources Management in the fall. Continued emphasis on undergraduate research assists our students in developing distinguished professional portfolios, leading to employment after graduation.
 - The Florida Public Archaeology Network, teamed with East Carolina University to continue work to locate and identify missing WWII pilots who went missing following the Battle of Saipan in 1944.
 - UWF opened the Makerspace at the Museum of Commerce, a 1,000 square foot space dedicated to creative, entrepreneurial and artistic activities.
 - A gift from Rhonda and Jerry Maygarden will name the Jerry Louis Maygarden Undergraduate Communication Program. Jerry is an alumnus of the program and served as student body president.
 - National health agencies have benefitted from an analysis by a UWF team identified areas in the contiguous United States where suicide and opioid death rates are high and where the deaths overlap.
 - UWF's student-managed Argo Bond Fund won first place nationally at the Quinnipiac University Global Asset Management Education's competition.
- **Strategic Direction 3: Personnel Investment & Engagement**
 - The UWF Police Department achieved first-time accreditation from the Commission for Florida Law Enforcement Accreditation.
 - A comprehensive employee retention plan has been developed and approved. Work on recommended items has begun.
 - National searches yielded two top leaders: Dr. Gary Liguori, Provost, and Dr. David Bellar, Dean of the Usha Kundu, MD College of Health,
 - Tim Kinsella, former skipper at NAS Pensacola, was named Director of the AWKO Center for Leadership in the UWF College of Business.
 - Chris Martin, former skipper at NAS Pensacola, was named AVP for Facilities at UWF.
 - Former president, Judy Bense, was inducted into the Gulf South Conference Hall of Fame.
 - President Martha Saunders was ranked #2 in the annual Power List sponsored by InWeekly.
- **Strategic Direction 4: Community and Economic Engagement**
 - UWF 2023 Day of Giving was record-breaking with \$218,999 raised and from more than 1,380 donors – the most dollars and donors ever for the 24-hour fundraising initiative.
 - The silent phase of our upcoming Capital Campaign is on track with pre-launch preparation, including development of concept and branding for Here for Good Capital Campaign, microsite design, launch video concept development, and private meetings with major donors and corporations.
 - Exemplary work in external relations resulted in record high legislative support for the 2022-2023 fiscal year.
 - UWF football played on campus this year, exceeding attendance goals for the year.

- President Saunders served as chair for the American Heart Association Heart Walk Challenge 2022 resulting in a 50% increase in funds raised over the previous year.
 - The Industry Resilience and Diversification Fund Program, administered by UWF, has approved incentive funding projected to add 685 new jobs to the region.
 - UWF and the Naval Aviation Museum Foundation expanded Veterans Day activities to host The Resilient Military Family –a first for the university.
 - UWF and Pensacola State have launched several new articulation agreements designed to smooth student transition between the two institutions.
 - We enjoyed a significant increase of earned media stories this year with an advertising equivalency of \$11.4 million.
- **Strategic Direction 5: Infrastructure**
 - Funding has been identified for Phase I of the Landscape Master Plan which will include a main entry monument designed to orient students, faculty, and the community.
 - Work has begun on the Darrell Gooden Center addition.
 - The first phase of construction for the Building 54 Mitigation Renovations is on-track for completion in August.
 - The UWF Foundation has engaged Populous to conduct a market study and concept design for a football stadium on campus.

Committee Recommendation

President Saunders continues to provide exceptional leadership, action and vision for the University, students, staff, faculty, the community and the state. The President's progress and results to-date merit payment of a Performance Incentive Payment contemplated in her Employment Agreement, given the University's continued academic and administrative progress evidenced by President Saunders' highest Trustee evaluation score since the beginning of her presidency.

In regard to Section 4.2 of the President's Employment Agreement, the Board of Trustees is obligated to review the President's Base Salary on an annual basis. The committee is recommending a **X%** increase to the President's base salary.

After careful consideration of the evaluation factors and focused deliberation, the PPEM Committee made the following recommendations relative to the Performance Incentive Payment plan provided in President Saunders' Employment Agreement with the University:

- Pursuant to Presidential Compensation proposal and Section 5.1 of the Employment Agreement, President Saunders is eligible for a one-time Performance Incentive Payment up to and including twenty percent (20%) of her base salary.
- Whereas the Presidential Performance Evaluation results reflect a composite score of 4.78 (on a scale of 5.0) across all five strategic directions of the University and reflect positive comments and lists of accomplishments as presented herein and attached hereto, the Committee recognizes that the President's performance has clearly exceeded expectations. Based on these results, the

committee recommends a X% one-time performance incentive payment, recognizing President Saunders' outstanding performance during 2022-23.

The Committee makes these recommendations with the full confidence and substantiated knowledge that the total compensation package, as improved and adjusted, is in keeping with previous market assessments, and is consistent with the Board's mission to compensate the President in a manner that is competitive, supports the accomplishment of the University's goals and strategic directives, and fairly rewards and incentivizes exemplary performance.

President Saunders has achieved many high impact accomplishments and the Board of Trustees looks forward to working with President Saunders and her entire leadership team to achieve her 2023-24 goals focused across academics, performance metrics, campus improvements, student success and community partnerships. President Saunders' strength, commitment and passion continue to make her a great leader for UWF, as well as give her the vigor to meet the on-going challenges to identify and achieve high scores on the Board of Governors performance-based funding metrics.

The Committee will present this report to the full Board of Trustees at the Sept. 14, 2023, meeting.

**Board of Trustees
Presidential Performance Evaluation and Metrics Ad hoc Committee
September 7, 2023**

Approval of the President's 2024 Employment Agreement

Recommended Action:

Approval of the President's 2024 Employment Agreement

Background Information:

The Board of Trustees is responsible for the renewal of the President's contract, which is subject to confirmation by the Board of Governors. "Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment ..." (BOG Reg. 1.001(5)(a)).

Renewals of presidential employment contracts are limited to one-year terms and must be confirmed by the Board of Governors. (BOG Reg. 1.001(5)(c)). In a showing of state university system of cooperation, it is expected that the Board of Governors will confirm the presidential reappointment by the Board of Trustees. (§1001.706(6)(a), Fla. Stat.).

President Saunders's initial employment agreement was a three-year term from January 1, 2017, through December 31, 2019. After this initial term, there have been four one-year employment agreements executed covering the calendar years of 2020, 2021, 2022, and 2023.

The committee will need to review the 2023 employment agreement and discuss any proposed changes. Upon committee approval, the proposed agreement will be presented to the Board of Trustees at the September 14, 2023, meeting.

Implementation Plan:

The President's 2024 Employment Agreement be presented to the full board at the September 14, 2023, meeting.

Fiscal Implications:

Any approved changes to the President's compensation.

Relevant Authority:

University Policy BOT-14-14.01-06/17 Presidential Evaluation Policy
BOG Reg. 1.001(5)(c)
§1001.706(6)(a), Fla. Stat.

Supporting Documents:

1. President's 2023 Employment Agreement

Prepared by:

Susan A. Woolf, General Counsel, swoolf@uwf.edu, 850-474-3420

Presenter:

Suzanne Lewis, Chair, UWF BOT

PRESIDENT'S EMPLOYMENT AGREEMENT

This President's Employment Agreement (the "Agreement") is entered into by the University of West Florida Board of Trustees (hereinafter referred to as the "Board" or "the Board of Trustees"), a public body corporate of the State of Florida, and Dr. Martha D. Saunders (the "President" or "Dr. Saunders" or "Employee") and shall become effective on January 1, 2023. The Board and Dr. Saunders may hereinafter be collectively referred to as "the Parties."

RECITALS

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

WHEREAS, the Board has duly selected Dr. Saunders to continue serving as President of the University effective January 1, 2023 through December 31, 2023 and Dr. Saunders has accepted such offer subject to execution of this Agreement; and

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

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

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

1.0 Appointment as President

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

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

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

2.0 Best Efforts as President

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

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

3.0 Term of Appointment; Evaluation

- 3.1 This appointment shall be for a term commencing on January 1, 2023 and ending on December 31, 2023. This appointment may be extended for additional one-year terms if the Parties agree, subject to confirmation of re-appointment by the Florida Board of Governors (this appointment plus any extension shall be referred to herein as the "Term"). This appointment is subject to termination prior to the end of the Term as provided for in this Agreement, and by the applicable laws of the State of Florida, the regulations and policies of the University, and the regulations and policies of the Florida Board of Governors.

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

4.0 Salary

- 4.1 For all services rendered by the President, the Board of Trustees shall pay her a salary at the base rate of Four Hundred Thirty-three Thousand One Hundred Fifty-three Dollars (\$ 433,153.00) per year. This amount shall be payable according to the Board of Trustee's payroll policies and procedures and the pay plan applicable to the President's position, with applicable deductions, such as applicable taxes and benefits being withdrawn. The President shall be responsible for all income tax liability incurred as a result of this Agreement.
- 4.2 The President's salary shall be reviewed annually by the Board of Trustees in conjunction with the Board of Trustees' evaluation of job performance, as set forth in Section 3.3 of this Agreement, and shall be subject to adjustment in the Board's discretion. Additionally, the President shall be eligible for any salary increase generally applicable to University employees in her employment classification. Any adjustments granted pursuant to this paragraph shall be considered adjustments to the base salary described in Section 4.1.

5.0 Other Compensation

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

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

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

6.0 Other Benefits

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

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

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

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

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

7.0 President's Housing

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

8.0 Automobile Allowance

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

9.0 Expenses, Professional Dues, Meeting and Entertainment

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

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

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

10.0 Termination of the Agreement for Cause

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

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

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

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

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

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

- 11.2 The President may resign and thereby terminate the Agreement at any time prior to the expiration of the Term, provided that the President gives ninety (90) days prior written notice to the Board of Trustees. This notice period may be waived by the Board of Trustees.
- 11.3 If the Agreement is terminated without cause as provided in Section 11.1, if the President resigns as provided in Section 11.2, or if the Agreement is not renewed at the end of the Term and expires in accordance with the provisions hereof, the Employee shall be offered the opportunity to return to a position as a tenured Professor in the University's Department of Communication.
- 11.4 If the Employee chooses to return to faculty status, the Employee's salary as Professor shall be \$242,205.92. This salary guarantee shall extend for five (5) years of satisfactory performance as a tenured faculty member; thereafter, the Employee's salary shall be determined to reflect the market and performance.
- 11.5 Employee's workload as a tenured Professor in the Department of Communication will be distributed as follows: teaching – 25%, research - 25%, and service – 50%. Her work assignments will be coordinated with the Chair of the Department of Communication where Employee is tenured professor as of the date of this Agreement. The University will make a one- time contribution of \$25,000 to fund a seed account to support her scholarly work.

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

- i. Employee will revive her earlier work in crisis communication and identify salient areas of scholarship supported by the discipline.
 - ii. Employee will work toward attracting grants to support her research.
 - c. Service and Consulting
 - i. Employee will continue the board memberships she may hold at the time her service as President ends, except for any board memberships that would normally be held by a sitting President.
 - ii. Employee will continue consulting activities in which she may be engaged at the time her service as President ends. The University acknowledges that these activities may also include paid externships, or paid administrative assignments. These activities, whether paid or unpaid, are designed to hone Employee's skills as a communication professional and refine her understanding of best practices in higher education. Should any of these activities require a commitment by Employee beyond the one calendar year professional development leave, Employee may take unpaid professional development leave as set forth in paragraph 11.7.
 - iii. Employee will engage in other professional development activities that will enhance her knowledge and skills in the field.

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

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

- 12.1 Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon the President's death or "permanent disability" (as hereinafter defined). Such termination shall be deemed to have occurred for "cause" and the President's employment with the University and tenure status shall cease, and she shall not be entitled to any further employment, compensation or benefits from the University in any capacity except for compensation and benefits accrued with respect to service rendered to the date of termination and except for benefits

required to be continued by law. For purposes of this Agreement, "permanent disability" shall be defined as the President's inability to perform the duties set forth in Section 1.2 for a minimum of six (6) continuous months.

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

13.0 Non-binding Mediation

- 13.1 The Board of Trustees and the President agree that if any dispute arises concerning this Agreement, they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the Board and the President agree that they will submit the dispute to non-binding mediation in Pensacola, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. The University and the President will use their best efforts, to the extent permitted under Florida law, to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted under Florida law, they will use their best efforts to ensure that such persons do not further disclose any such information. The University and the President agree that no mediator or arbitrator may have any material ongoing relationship with the University.

14.0 Notice

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

If to the University:

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

If to the President:

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

With a copy to:

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

15.0 General Cooperation Covenant

15.1 Without limitation of the obligations specified in Sections 1 and 2 of this Agreement and applicable University rules, regulations, policies and procedures, the President agrees to cooperate fully in any reviews or investigation involving University matters in which she may possess pertinent information. This obligation shall survive the expiration or earlier termination of this Agreement.

16.0 Entire Agreement: Modification

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

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

17.0 Severability

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

18.0 Governing Law and Forum

18.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida.

18.2 Notwithstanding any other terms and conditions of this Agreement, either party may bring an action for the sole and limited purpose of enforcing the terms and conditions of this Agreement in any court of competent jurisdiction. Venue shall be in Escambia County, Florida.

19.0 Understanding of the Agreement

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

20.0 Public Disclosure of the Agreement

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

21.0 Waiver

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

22.0 Assignment

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

23.0 Execution and Counterparts

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

24.0 No Trust Fund

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


25.0 Miscellaneous

25.1 The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University," where applicable or appropriate, shall include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine

shall include the feminine and neuter, the singular shall include the plural, and conversely.

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

ON BEHALF OF THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

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 Suzanne Lewis, Chair

11/09/2022

 Date

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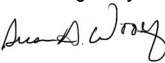
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 Dr. Martha D. Saunders

11/09/2022

 Date

Approved for form and legal sufficiency:

DocuSigned by:

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 _____ Date: 11/09/2022
 Susan A. Woolf, General Counsel
 Office of the General Counsel