



AGENDA

THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES MEETING

**September 30, 2016
9:00 a.m.**

**UWF Conference Center
11000 University Parkway, Building 22, Pensacola, Florida 32514**

APPROVAL OF MINUTES BY COMMITTEES

Audit and Compliance Committee:

Dick Baker, Chair

- Approve Minutes of August 17, 2016

Finance, Facilities & Operations Committee:

Mort O'Sullivan, Chair

- Approve Minutes of August 17, 2016

Academic Affairs Committee:

Bentina Terry, Chair

- Approve Minutes of August 17, 2016

Student Affairs Committee:

Jay Patel, Chair

- Approve Minutes of August 17, 2016

Presidential Compensation & Contract Committee:

Dave Cleveland, Chair

- Approve Minutes of August 22, 2016

FULL BOARD

1. **Call to Order and Chair's Remarks** **Lewis Bear, Jr.**
2. **President's Report** **Dr. Judy Bense**
3. **Recognitions**
4. **Approval of Minutes**
 - June 15, 2016 Board of Trustees Meeting
 - June 15, 2016 UWF Boards Appreciation Dinner
 - September 12, 2016 Special Board of Trustees Meeting
 - September 15, 2016 Board of Trustees Meeting
5. **Committee Reports**
 - Audit and Compliance Committee – Dick Baker, Chair
 - Finance, Facilities and Operations Committee – Mort O'Sullivan, Chair
 - Academic Affairs Committee – Bentina Terry, Chair
 - Student Affairs Committee – Jay Patel, Chair
6. **Public Comment**
7. **Consent**

Trustees may pull any individual item from the consent agenda below for further review, if they so desire. However, each item was fully discussed during the committee meetings and all of the recommendations of the committees reflect the proposed action provided with the agenda backup documentation.

 - A. Approval of Internal Auditing PCard Audit Reports Quarter 3 (April 2016 – June 2016)
 - B. Approval of Internal Auditing Reports Issued: Surplus Property; Sustainable Economic Development Initiative (SEDI)
 - C. Approval of Florida Auditor General Statewide Bright Futures Audit for Fiscal Years 2013/14 – 2014/15
 - D. 2016 Florida Equity Report
 - E. Approval of Issuance of Debt by UWF Foundation to Refund Student Housing Bonds
8. **Action Items**
 1. Approval of Textbook and Instructional Material Affordability Reporting
 2. Approval of Revisions to UWF Historic Trust BYLAWS
 3. Ratification of Collective Bargaining Agreement Reopener 2016-2017
 4. Appointment of Officer Nominations Ad hoc Committee
 5. Appointment of Presidential Performance Evaluation Metrics Ad hoc Committee
9. **Informational Items**
 1. The Cost of Online Education
 2. FY2015-16 Final Operating Budget Summary
 3. Presentation of 50th Anniversary Plan and Brand Platform

Other Business

Concluding Remarks and Adjournment

Other Activities and Upcoming Events

- **October 13, 2016 @ 10:00 a.m. – 1:00 p.m.** - President Bense's End Zone Celebration, UWF Field House, Bldg. 54
- **November 18, 2016 @ 9:00 a.m.** – UWF BOT Committee Meetings, UWF Conference Center
- **December 8, 2016 @ 9:00 a.m.** – UWF BOT Meeting, UWF Conference Center
- **December 8, 2016 @ 5:30 p.m.** – UWF Boards Holiday Reception, Downtown Historic Trust Location
- **December 10, 2016 @ 10:00 a.m. & 2:00 p.m.** - UWF Fall Commencement, Pensacola Bay Center

UWF Board of Trustees Meeting

Full Board

September 30, 2016

Issue/Agenda Recommendation: Textbook and Instructional Material Affordability Reporting

Proposed Action: Approve

Background Information:

On April 14, 2016, Governor Rick Scott signed into law House Bill 7019.

House Bill 7019:

- Requires university boards of trustees to examine cost of textbooks and instructional materials;
- Authorizes university boards of trustees to adopt policies which allow for use of innovative pricing techniques and payment options for textbooks and instructional materials; and
- Requires each university board of trustees to report to the chancellor by September 30 of each year, starting in Fall 2016, on matters related to textbooks and instructional materials.

A draft of the Textbook and Instructional Material Affordability Report was presented at the Board of Trustees Academic Affairs Committee meeting on August 17, 2016. A final version is being presented today for the Board of Trustees to approve. The Board of Governors deadline for submission of this report is Friday, September 30, 2016.

Recommendation: None

Implementation Plan: None

Fiscal Implications: None

Supporting documents:

Textbook and Instructional Material Affordability Report – FINAL

http://uwf.edu/aadocs/bot/UWF_Textbook_and_Instructional_Material_Affordability_Report-FINAL_Revised_9-22-16.pdf

Prepared by: George Ellenberg, Vice Provost, 474-2035, gellenberg@uwf.edu
Bob Dugan, Dean, University Libraries, 474-2446, rdugan@uwf.edu

Presented by: George Ellenberg, Vice Provost

**State University System of Florida
Textbook and Instructional Materials Affordability
Annual Report**

University of West Florida
University Submitting Report

Fall 2016
Semester(s) Reported

Date Approved by the University Board of Trustees		President	Date
Signature of Chair, Board of Trustees	Date	Vice President for Academic Affairs	Date

1) Required and Recommended Textbooks and Instructional Materials for General Education Courses

- a) Explain the methodology used for identification of general education courses with wide cost variance, defining wide cost variance. At minimum, report wide cost variance by dollar amount and percentage.

The bookstore provided a report of all faculty required and recommended textbooks and instruction materials for the Fall 2016 academic semester to the university's Information Technology Services. ITS, in turn, created a report via Tableau for analysis. Each general education course was reviewed. Costs for textbooks were identified and summed for each section for general education courses with two or more sections. The section with the lowest costs was subtracted from the section with the highest cost to create a dollar cost variance. Second, a comparative percentage ratio of these highest and lowest costs were calculated. We reviewed all cost variances calculated.

The cost variances used:

- by comparative percentage ratio -- a wide cost variance was 50.0%;
- by dollar -- a wide cost variance was \$50.00.

- b) Identify general education courses with wide cost variance among different sections of the same course. Is the cost variance justified with no actionable steps required or is follow-up required because the cost variance is not a justified variance? Describe the justification(s), if any.

There were 85 General Education courses scheduled for the Fall 2016 semester with 385 sections as of July 8, 2016 (the compliance date).

- Required Textbooks and Instructional Materials

The following table describes required courses with a cost variance based on the methodology described above.

General Education Courses for Fall 2016 (start date August 22, 2016)				
General Education Courses with either Cost Variance Percentage is equal to or greater than 50.0% OR Cost Variance by Dollar Amount is equal to or greater than \$50.00.				
General Education Course	Cost Variance Percentage >= 50.0%	Cost Variance Dollar >= \$50.00	Number of sections if variance	Enrollment
AMH 2010 US History to 1877	* 2850.0%	\$85.50	3	177
ARH 1000 Art Appreciation	187.7%	\$152.00	4	209
BSC 2011L General Biology 2 Lab	54.2%	\$39.82	4	92
CRW 2001 Introduction to Creative Writing	** 83790.0%	\$83.79	4	39
ECO 2013 Macroeconomics	52.2%	\$74.50	5	248
LIT 2000 Introduction to Literature	608.5%	\$121.10	23	593
PHI 2010 Introduction to Philosophy	50.9%	\$45.80	8	174
POS 2041 American Government	252.9%	\$172.00	2	83
PSY 2012 Introduction to Psychology	137.7%	\$161.43	8	468
REL 1300 World Religions	70.1%	\$35.00	5	148

* Note in the case of the variances reported for the different sections of AMH2010, ambiguity in the listing of required versus recommended texts for one section created a differential in costs which led to the cost variance listed in the table. Because this is a compliance issue, the decision was made not to correct the data, but to provide an explanation.

** Note in the case of the variances reported for the different sections of CRW2001 that the large percentage reported was caused by the fact that some sections did not use a textbook and included a few pennies as a placeholder for cost of a book/instructional item as of the compliance deadline. Because this is a compliance issue, the decision was made not to correct the data, but to provide an explanation.

- Recommended Textbooks and Instructional Materials

There were no general education courses with Recommended textbooks that created a cost variance.

The cost variances as of July 8, 2016 (the compliance date) in the table above were a result of one or more of the following:

- *typos on the adoption submissions;*
- *differences in costs between the print version of the textbook and its electronic equivalent;*
- *student choice: students may choose between two or more titles but must choose at least one title; or*
- *faculty in course sections require different or additional textbook titles.*

c) Describe the textbook and instructional materials selection process for general education courses with a wide cost variance among different sections of the same course.

Several departments that serve large number of students by offering high-demand general education courses use faculty committees to select common textbooks for all sections. Other departments allow instructors to select textbooks individually based on the course content.

The Department of Mathematics and Statistics, the Department of Biology, and the Department of English employ common texts for select courses. Important considerations in the textbook selection process include quality, availability, electronic or hard copy, alignment with learning outcomes, and cost.

d) What measures, if any, will be taken by the university to reduce wide cost variance among different sections of the same general education course?

Each college dean has appointed a textbook liaison who will oversee textbook ordering processes in their respective colleges. In addition, a Textbook Advisory group has been formed to provide a formal means of addressing issues such as wide cost variance.

Through the Textbook Advisory group, the Provost's Office will communicate with the respective college deans' offices and request analyses and justifications of those sections of general education and high enrollment courses identified as having high cost variance.

e) Explain the methodology used for identification of general education courses with high enrollment. What is the university threshold for a course to be identified as high enrollment?

UWF selected the student to faculty ratio of 23 to 1 reported in the current Annual Accountability Report (Table 4M. Student/Faculty Ratio). We determined high enrollment to be four times this ratio which is 92.

- f) Describe the textbook and instructional materials selection process for general education high enrollment courses.

There is variability among departments offering general education courses. Presently, several departments that serve large numbers of students by offering high-demand general education courses use faculty committees to select common textbooks for all sections. Other departments allow instructors to select textbooks individually based on the course content.

The Department of Mathematics and Statistics, the Department of Biology, and the Department of English employ common texts. Important considerations in the textbook selection process include quality, availability, alignment with learning outcomes, and cost.

2) Specific Initiatives of the University Designed to Reduce the Costs of Textbooks and Instructional Materials

- a) Describe specific initiatives of the institution designed to reduce the costs of textbooks and instructional materials.

1. *Faculty often provide choice of textbook formats – traditional, hard copy books, electronic books, or web-based materials.*
2. *UWF-Follett Bookstore provides a book rental option and, when possible, “bundling” of texts and instructional materials for a course, such as study guides, that results in reduced costs.*
3. *University College: 21st Century Scholars Book Borrowing Program.*

Borrow-A-Book Library	Fall 2015 thru Spring 2016	Summer 2016	Fall 2016	Total to date
Total Books Purchased	220	2	43	265
Total Investment	\$23,594.29	\$297.44	\$6,516.66	\$30,408.39
# Students Assisted	225	14	52	291
# Books Borrowed	149	31	103	283

4. *Pace Library and Provost’s Office: UWF Textbook Affordability Program Implemented Fall 2015 and continuing.*

The intent is to help reduce student costs for purchasing print textbooks by purchasing one copy for loan of every required print textbook for every section of 1000, 2000, 3000, and 4000 (added Fall 2016) courses in order to improve course pedagogy and student learning by ensuring that students have access to their course-required print textbooks.

Library staff monitor queues; if a book is requested by a student while it is on loan to another student, and if that happens at least five times, the library purchases a second copy of the book.

The Pace Library renovated its Circulation space during Summer 2016 to accommodate additional shelving to expand the course-required print textbook program. In addition, Fort Walton Beach instructional location courses are being included for Fall 2016 and will continue to be included in the future.

Impact: The Pace Library purchased 125 required print textbooks for the 1000 and 2000 level courses for Fall 2015. Students checked out these books 1,457 times. The project was expanded in the Spring 2016 as the Library purchased 288 additional required print textbooks to support all 1000 to 3000 level courses. Students checked out these books 2,575 times during the Spring 2016 semester.

During the 2015-2016 academic year there were 4,042 loans. The average cost per book purchased under this program was \$100.49. Estimated cost savings to students: \$405,176 (transactions times average price of books), and an estimated return on investment of 1:8.9.

b) With implementation of the initiatives, has there been any reduction in cost of textbooks and instructional materials to the students? If there has been a reduction in cost, what is the average cost savings? Describe the average cost savings comparing fall semester to fall semester and spring semester to spring semester.

Case in point: The Pace Library purchased 125 required print textbooks for the 1000 and 2000 level courses for Fall 2015. Students checked out these books 1,457 times. The project was expanded in the Spring 2016 as the Library purchased 288 additional required print textbooks to support all 1000 to 3000 level courses. Students checked out these books 2,575 times. Estimated cost savings to students: \$405,176 (transactions times average price of books), and an estimated return on investment of 1:8.9.

For Fall 2016, this program has been expanded to include 4000-level required texts at the Pensacola and Fort Walton Beach locations.

Analysis will be done as data and information are built over time as semester to semester comparisons are possible.

- c) With implementation of the initiatives, describe any reduction in cost variance among different sections of the same general education course. Describe the reduction in cost variance comparing fall semester to fall semester and spring semester to spring semester.

Reduction in cost variance among different sections of the same general education course and high enrollment courses will be analyzed and reported in the future due to Fall 2016 implementation of HB7019.

Analysis will be done as data and information are built over time as semester to semester comparisons are possible.

3) University Policies for the Posting of Textbooks and Instructional Materials

- a) Describe policies implemented to ensure the posting of textbook and instructional materials for at least 95% of all courses and course sections 45 days before the first day of class.

A UWF regulation is being developed that aligns with Regulation 8.003, Textbook and Instructional Materials Affordability. In addition, a formal process is being developed and reviewed for making certain that textbook ordering, coordination, and posting is uniform across colleges and that the outcomes meet or exceed BOG textbook affordability requirements. Thus, UWF is developing processes to rationalize ordering, tracking, and reporting to accompany the regulation in order to reduce administrative costs and student textbook costs wherever possible. This is an inclusive process that includes college deans, newly appointed textbook liaisons, Information Technology Services, UWF's Follett Bookstore partner, and General Counsel.

- b) Report the number of courses and course sections and the total percentage of courses and course sections that were able to meet the textbook and instructional materials posting deadline for the academic year.

There were a total of 1,178 courses with 1,070 sections (total of 2,248 courses and sections) scheduled as of the July 8, 2016 compliance date. Of that total, 1,159 courses with 1,039 sections (totaling 2,198 courses and sections) equaling 97.78% (the percentage of 2,198 divided by 2,248) of all courses and course sections were able to meet the textbook and instructional materials posting deadline for the academic year.

- c) Report the number of courses and course sections and the total percentage of courses and course sections that were not able to meet the textbook and instructional materials posting deadline for the academic year.

There were a total of 1,178 courses with 1,070 sections scheduled as of the July 8, 2016 compliance date. Of that total, 19 courses with 31 sections (totaling 50 courses and sections) equaling 2.22% (percentage of 50 divided by 2,248) of all courses and course sections were not able to meet the textbook and instructional materials posting deadline for the academic year.

d) Report the number of courses that received an exception to the reporting deadline. Provide a description of the exception.

None requested or received an exception.

e) Are the policies effective in meeting the reporting requirement? If not, what measures will be taken by the university to increase faculty and staff compliance for meeting the reporting requirement?

UIWF exceeded the 95 percent compliance threshold for textbook and instructional materials being posted 45 days prior to the first day of classes, so current processes worked. For all 2016, 98 percent of materials were posted by the compliance deadline.

There is room for improvement, however. A textbook policy will be developed, as well as refined textbook ordering and reporting procedures to insure that all involved units are clear regarding their respective roles in insuring compliance with legislative and BOG requirements regarding HB7019. Discussions regarding cost variance will continue with deans and academic departments.

**UWF Board of Trustees
Full Board Meeting
September 30, 2016**

Issue: Revision and Updates to the UWF Historic Trust BYLAWS

Proposed action: Review and approve revisions/updates to UWF Historic Trust BYLAWS

Background information: The revision of the BYLAWS is intended to reflect the Pensacola Museum of Art (PMA) as a division within the UWF Historic Trust Corporation. The following updates and revisions have been made to the UWF Historic Trust BYLAWS:

- The Chair of the PMA Board of Directors is added to the list of Mandated Directors.
- Language limiting the number of additional directors is removed to allow for flexibility.
- Sections specific to the Pensacola Museum of Art (PMA) are added to Article VI Affiliates and Divisions (formerly titled Article VI Affiliate Divisions of the Board of Directors).
- Sections previously appearing in Article VI Affiliate Divisions of the Board of Directors related to the Chief Executive Officer are moved to Article VII (formerly Executive Director) Chief Executive Officer and Executive Director. Content related to the duties, selections, and evaluation of these positions is unchanged. Only article and section numbers are adjusted.

Recommendation: BOT to approve updates and revisions to the UWF Historic Trust BYLAWS proposed and approved by UWF Historic Trust Board of Directors.

Implementation Plan: Upon approval of BOT, implementation of the revised BYLAWS shall begin immediately.

Fiscal Implications: None

Supporting documents: BYLAWS of University of West Florida Historic Trust

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Presenter: Dr. Brendan Kelly, Vice President for University Advancement

**BYLAWS OF
THE UNIVERSITY OF WEST FLORIDA HISTORIC TRUST
A DIRECT SUPPORT ORGANIZATION OF THE UNIVERSITY OF WEST FLORIDA**

**ARTICLE I
MISSION**

The mission of the University of West Florida Historic Trust (the “Corporation”) is to collect, preserve, and interpret the history of Northwest Florida, and to support the historic preservation efforts and the historic preservation education programs and initiatives of the University of West Florida (“UWF” or the “University”) as delineated in §267.1732(1), Fla. Stat.

**ARTICLE II
BOARD OF DIRECTORS**

The governing body of the Corporation is the Board of Directors. The property, affairs, and business of the Corporation shall be managed and controlled, and all corporate powers shall be exercised by, or under the authority of the Board of Directors. All directors must have a demonstrated interest in the preservation of Florida’s historical and archaeological heritage. Membership on the Board must be representative of the area of West Florida served by the Corporation and the University in their preservation efforts as delineated in the Articles of Incorporation, Article VI and §267.1732(2), Fla. Stat.

Section 2.1. Mandated Directors.

The Board of Directors of the Corporation must consist of a minimum of **seven (7) directors**, known as Mandated Directors, to include:

- a. the president of the University or designee;
- b. a licensed architect who has expertise in historic preservation and architectural history;
- c. a professional historian in the field of American history;
- d. a professional archaeologist;
- e. a representative of the University of West Florida Student Government Association;
- f. a member of the University of West Florida Board of Trustees; and
- g. **the Chair of the Board of Directors of the Pensacola Museum of Art**

The **mandated directors (including architect, historian, and archaeologist)** positions shall be appointed by the University President in consultation with the Board of Directors.

Section 2.2. Additional Directors.

The number of additional Directors must be at least one (1) ~~and no more than five (5)~~, and appointed by the University President in consultation with the Board of Directors.

Section 2.3. Terms of Office.

- a. *Terms:* The term of office of both mandated and additional Directors is four (4) years.
- b. *Term Limits:* Directors cannot serve more than two (2) consecutive terms. This restriction applies to both Mandated Directors and Additional Directors. After a break in service of two years, previously appointed or mandated Directors in good standing may serve another two (2) consecutive terms.
- c. *Serving an initial partial term:* Only full 4-year terms will be counted toward term limits. In the event a vacancy is filled before the expiration of the term, the remainder of that term does not count against the term limits imposed by these Bylaws.
- d. *Staggered Terms:* The terms of office of Directors are staggered so that approximately one fourth of the Directors are appointed each year. Exceptions may apply to the Mandated Directors.
- e. *Initial Board:* The initial Directors under these Bylaws shall be the Board in office as of July 1, 2011. Their terms shall be staggered according to the attached schedule [Attachment A].
- f. *Resignation:* A Director may resign at any time by submitting a written resignation to the Chair of the Board of Directors, with a copy to the Executive Director of the Corporation.
- g. *Removal:* Any Director may be removed by a two-thirds vote of the Directors present at a duly noticed meeting at which there is a quorum (See Section 3.02), whenever in the Board’s judgment, the interests of the Corporation would be best served. Any Director may be removed for cause by the University President, after consulting the Board.

Section 2.4. Vacancies.

When vacancies occur on the Board, the vacancy shall be filled by the Board for the unexpired term in the same manner as provided for in these Bylaws; that is, a recommendation to the President, who then appoints (see section 2.02). Vacancies among Officers may be filled at any meeting of the Board of Directors by vote of the Directors (see section 5.1).

Section 2.5. Compensation.

While board members provide an invaluable service to the Corporation, University, and community, the Corporation shall not compensate Directors for service to the Corporation. However, reimbursement of out-of-pocket expenses evidenced by appropriate documentation is allowed.

Section 2.6. Bond.

Each officer and the Executive Director, if authorized to collect, hold, or disburse funds of the Corporation, shall be bonded for the faithful discharge of his or her duties, the adequacy of which shall be determined by the Board of Directors. The Corporation must pay for the bonds.

Section 2.7. Directors and Officers Liability Insurance.

The Corporation must maintain Directors and Officers Liability Insurance on behalf of the Board Directors.

Section 2.8. Document Retention.

The Corporation shall comply with all applicable Corporation, University, State of Florida, and federal laws, regulations, and policies regarding document retention and destruction. Documents shall never be destroyed or removed for illicit or unethical purposes.

Section 2.9. Approved Policies.

Board members will comply with all policies as may be adopted by the Board from time to time to remain in compliance with best practices, laws, or regulations.

**ARTICLE III
MEETINGS OF THE BOARD OF DIRECTORS**

Section 3.1. Meetings.

- a. *Regular meetings:* The Board of Directors will meet at least quarterly, barring any unforeseen circumstances, at a time and place as may be determined by the Board of Directors. In the event the Board determines that a Board meeting is not necessary, it may vote to cancel meetings as needed.
- b. *Special meetings:* Special meetings may be called by the Chair of the Corporation or by one-fourth of the Directors upon written notice in accordance with subsection (c) below.
- c. *Electronic Meetings:* The Board of Directors may choose to include electronic elements to facilitate meetings, including, but not limited to, phone conference calling, web or other internet based meeting protocols (such as Skype), or similar means, provided, however, that all meetings will be conducted in accordance with the Florida Sunshine Law.
- d. *Notice to Individual Directors:* Written notice of all meetings of the Board must be provided to Directors and include the date, time, place of the meeting, and purpose of the meeting, and must be provided to the address provided by each Director. Electronic delivery of notices to Directors can be utilized unless a Director requests another means of delivery of notice. Any such notice must be provided to Directors not less than three (3) days before the meeting to which the notice pertains. Public notice of all meetings shall be provided as required by Florida law.
- e. *Waiver of Notice:* The Directors may waive notice of any meeting or the purposes of the meeting. When a quorum is present at any meeting, a waiver of notice of the meeting for the purposes of the meeting can be authorized by a majority of all Directors present at the meeting, and the waiver shall be as effective and have the same force and effect as though all Directors had waived the notice requirements; provided, however, notice to the public must be adequate to satisfy the requirements of Florida law.

Section 3.2. Quorum.

A majority of Directors shall constitute a quorum at any meeting of the Board of Directors and all questions shall be determined by a majority vote of those present at a duly noticed meeting, unless otherwise provided in these Bylaws.

**ARTICLE IV
COMMITTEES**

From time to time, the Chair of the Board of Directors may appoint committees for any purpose or purposes. These committees will have such powers as specified in a resolution of the Board and membership will be approved by the Board. The committee members may be Directors or members appointed by the Chair of the Board

who have an interest, relevant experience, and a desire to serve on the committee. The Chair of all Committees must be a member of the Board of Directors. The Chair of the Committee shall provide a report to the Board for such action as the Board deems necessary. The Executive Director will serve as ex officio member of the committees.

ARTICLE V OFFICERS

Section 5.1. Selection of Officers.

The officers of the Board shall be at a minimum a Chair, Vice Chair, Secretary, and Treasurer. The Board may create other officer positions as necessary. The officers of the Corporation for the next fiscal year must be elected annually by the Board of Directors at the last meeting of the fiscal year. The officers must be elected from among the members of the Board of Directors. Vacancies may be filled at any meeting of the Board of Directors by vote of the Directors. Each officer holds office until a successor has been duly elected or appointed, unless the Officer dies, resigns, or is removed from office.

Section 5.2 Removal of Officers.

Any officer may be removed by vote of the Directors.

Section 5.3 Vacancies.

A vacancy in any office may be filled for the remaining portion of the term by a majority vote of the Board of Directors.

Section 5.4. Chair of the Board.

The Chair of the Board shall preside at all meetings of the Board of Directors. The Chair of the Board shall have and exercise general supervision and control of the affairs of the Corporation and shall perform all duties incident to the office of the Chair of the Board and such other duties as may from time to time be assigned by the Board of Directors.

Section 5.5. Vice Chair of the Board.

At the request of the Chair or in the absence of the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair of the Board. The Vice-Chair shall perform such other duties as from time to time may be assigned by the Board of Directors.

Section 5.6. Secretary.

The Secretary shall, in consultation with the executive director, make or cause to be made a record of all meetings of the Corporation and its committees. The Secretary shall in like manner provide for the timely mailing or delivery of all notices and minutes of meetings of the Board of Directors.

Section 5.7. Treasurer.

The Treasurer shall regularly review the fiscal affairs of the Corporation and review all disbursements made by the Corporation. The Treasurer shall, with the assistance of the Executive Director, render to the Board of Directors, at its regular meeting, or when the Board of Directors so requires, an account of transactions as Treasurer and of the financial condition of the Corporation.

Section 5.8. Absence or Incapacity of Officers.

In the event of absence, inability, or refusal to act of any officer of the Corporation, the Board of Directors may appoint another Director to perform the officer's respective duties.

ARTICLE VI Affiliates & Divisions

Section 6.1. Board of Governors

The University of West Florida Historic Trust will **maintain** an honorary Board of Governors division to serve in an advisory and supportive role to the Board of Directors.

Section 6.2. Board of Governors Membership

There is no limit on the number of Governors allowed, but members must be senior community members in leadership position across a broad diversity of fields, including, but not limited to, business, education, politics, banking, etc.

Section 6.3. Emeritus Directors

An Emeritus Director is a former Director who is approved as such by majority vote of the Board of Directors, and who is a nonvoting member in an advisory capacity to the Board. This is an honorary title in recognition of the Director's active participation, financial contribution, or continuing strong interest in the organization. The Board of Directors may determine nominees and categories for Emeritus Status. Emeritus Directors automatically serve on the Board of Governors.

Section 6.4. Role of Board of Governors

The Board of Governors will support any and all fundraising activities as approved by the Board of Directors. The Board of Governors will provide **advocacy** support for the areas identified by the Board of Directors. The Board of Governors will serve as a resource from which future vacancies on the Board of Directors may be filled. The Board of Governors will serve in any and all other roles identified by the Board of Directors.

Section 6.5 Pensacola Museum of Art

A division of the Corporation is the Pensacola Museum of Art (the “PMA”).

Section 6.6. Pensacola Museum of Art Board of Directors

The PMA may have its own Board of Directors. The Board of Directors may have its own Bylaws, which must be consistent with these Bylaws. Copies of any Bylaws for the PMA must be maintained in the offices of the Corporation with other official documents of the Corporation

**ARTICLE VII
CHIEF EXECUTIVE OFFICER & EXECUTIVE DIRECTOR**

CHIEF EXECUTIVE OFFICER

Section 7.1 Chief Executive Officer

The Chief Executive Officer, CEO, of the Corporation is the Vice President of University Advancement and reports directly to the President of the University.

Section 7.2. Duties

The Chief Executive Officer, CEO shall have executive supervision of the Executive Director. The CEO shall advise, inform, and serve as a key liaison to the Executive Director, especially with respect to business and fiduciary matters.

EXECUTIVE DIRECTOR

Section 7.3. Selection.

The Board of Directors shall have the authority to employ an Executive Director. The Executive Director shall be designated by the CEO in consultation with the Board of Directors.

Section 7.4. Duties.

The Executive Director shall have executive supervision of the business and affairs of the Corporation and shall receive reasonable compensation for performing such services. The Executive Director shall advise, inform, and serve as a key liaison to the Board of Directors, especially with respect to business and fiduciary matters. The Executive Director shall be responsible for implementing policies and actions taken by the CEO and the Board of Directors.

Section 7.5. Evaluation.

The CEO shall evaluate the Executive Director, in concert with the Board of Directors, in accordance with established University performance appraisal guidelines. Prior to the CEO’s evaluation, the Board shall provide the CEO with its evaluation of the Executive Director’s performance.

**ARTICLE VIII
CONTRACTS, LOANS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.**

Section 8.1. Contracts.

Except as these Bylaws otherwise provide, the Board of Directors may authorize any officer or officers, or agent or agents, of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances, and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it monetarily liable for any purpose or for any amount.

Section 8.2. Loans.

No loan shall be assumed or incurred on behalf of the Corporation, and no negotiable paper shall be issued in its name unless previously authorized by the Board of Directors and the CEO with approval of the President of the University. When so authorized, any officer or agent of the Corporation may effect loans and advances at any time on behalf of the Corporation from any bank, trust company, or other institution, or from any firm, corporation or individual, and for purposes of giving effect to such loans and advances may make, execute and deliver promissory notes or other evidences of indebtedness of the Corporation, and when authorized as aforesaid, and as security for the payment of any and all loans, advances, indebtedness or liabilities of the

Corporation, such officer or agent may mortgage, pledge, hypothecate or transfer any real or personal property at any time held by the Corporation, and to that end execute instruments of mortgage or pledge, or otherwise transfer said property. Such authority may be general or confined to specific instances.

Section 8.3. Payments.

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors.

Section 8.4. Deposits.

All funds of the Corporation shall be deposited in the accounts of the Corporation under such conditions and in such banks, trust companies, or other depositories as the Board of Directors may designate, or as may be designated by any officer or officers, or agent or agents of the Corporation to whom such power may from time to time be delegated by the Board of Directors, and for the purposes of such deposit, any person or persons to whom such power is so delegated may endorse, assign and deliver checks, drafts, and other orders for the payment of money which are payable to the order of the Corporation.

**ARTICLE IX
FISCAL YEAR**

The fiscal year of the Corporation shall begin on the 1st day of July and end on the 30th day of June in each year.

**ARTICLE X
SEAL**

The Board of Directors shall provide a suitable seal which shall be in the form of a circle with such design as the Board of Directors shall approve and shall bear words and figures as follows: THE UNIVERSITY OF WEST FLORIDA HISTORIC TRUST, A Florida Corporation Not for Profit - SEAL 1968- FLORIDA.

**ARTICLE XI
LIMITATION OF LIABILITY**

Section 11.1. Indemnity.

Each person (including here and hereinafter, the heirs, executors, administrators, or estate of such person) (1) who is or was a director, manager, trustee or officer of the Corporation, (2) who is or was an agent or employee of the Corporation other than an officer and as to whom the Corporation has agreed to grant such indemnity, or (3) who is or was serving at the request of the Corporation as its representative in the position of a director, manager, trustee, officer, agent or employee of another corporation, partnership, joint venture, trust or other enterprise and as to whom the Corporation has agreed to grant such indemnity shall be indemnified by the Corporation as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision (but, in the case of any such future legislation or decision, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to such legislation or decision), against any fine, liability, cost or expense, including attorneys' fees, asserted against him/her or incurred by him/her in his capacity as such director, manager, trustee, officer, agent, employee, or representative, or arising out of his/her status as such director, officer, agent, employee or representative. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking an indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and any such person against any such fine, liability, cost or expense, whether or not the Corporation would have the legal power directly to indemnify him/her against such liability.

Section 11.2. Costs, charges and expenses incurred.

Costs, charges and expenses incurred by a person referred to in Section 12.1 of this Article in defending a civil or criminal suit, action or proceeding shall be paid by the Corporation in advance of the final disposition thereof upon receipt, in the case of an officer or director, of an undertaking to repay all amounts so advanced in the event it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized by this Article, and upon satisfaction of such other conditions as are required by current or future legislation, only to the extent that it provides conditions less burdensome than those previously provided. Such costs, charges and expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors may deem appropriate.

Section 11.3. Invalidation by courts.

If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each person described in Section 1 of this Article to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by law.

**ARTICLE XII
BYLAWS AMENDMENTS**

These Bylaws, or any of them, may be altered, amended or repealed, or new Bylaws be made, by the affirmative vote of a majority of the Board of Directors present at a regular or special meeting, at which a quorum of the Board of Directors is present.

Adopted by the Board of Directors the 15 day of October, 2012.

Approved by the UWF Board of Trustees the 14 day of December, 2011.

Adopted by the Board of Directors the 15 day of October, 2012.

Approved by the UWF Board of Trustees the 14 day of December, 2011.

Adopted by the Board of Directors the 20 day of July, 2015.

Approved by the UWF Board of Trustees the 24 day of March, 2016.

Adopted by the Board of Directors the 25 day of July, 2016.

**UWF Board of Trustees Meeting
September 30, 2016**

Issue: Ratification of Collective Bargaining Agreement Reopener 2016-17

Proposed Action: Ratification

At the beginning of the 2016-17 academic year the United Faculty of Florida (UFF) and University agreed on terms for the 2016-17 reopener agreement. While contract negotiations for the complete contract occur every three years, the UFF has the opportunity to open limited negotiations in each interim year (two articles from each party plus salaries and benefits are subject to reopener negotiations). On August 18, 2016, the UWF Bargaining Team concluded negotiations with the UFF and signed a tentative agreement to complete the 2016-17 reopener contract negotiations.

On September 1, 2016, members of the in-unit faculty ratified the terms of the contract with a vote of 42-1. The contract now requires the ratification of the Board of Trustees to implement the terms.

The key components of the terms of the contract are highlighted below:

Changes to Article 25: Salaries

- Commitment to cost-of-living increase for all in-unit faculty in March 2018 equal to annual CPI.
- Commitment to cost-of-living increase for all in-unit faculty in March 2017 equal to annual CPI [from 2015-2016 reopener contract negotiation].
- Change in promotion increase: Increase of Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, and Research Associate promotion from 9% to 13%.
- 2% increase in August 2017 to Associate and Full Professors, Associate and University Librarians, Associate and Full Research Scholars/Scientists/Engineers, and Research Associates who previously received an Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate promotion increase equal to or less than 9%.
- 1% increase in August 2018 to Associate and Full Professors, Associate and University Librarians, Associate and Full Research Scholars/Scientists/Engineers, and Research Associates who previously received an Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate promotion increase equal to or less than 9%.

Changes to Article 22: Grievance

- Revised Grievance Article expediting process and clarifying contract language.

Changes to Article 6: Nondiscrimination

- Revised Non-discrimination Article clarifying consensual relationship language.
-

Supporting Documents:

United Faculty of Florida Article 22: Grievance Procedure and Arbitration

United Faculty of Florida Article 25: Salaries

United Faculty of Florida Article 6: Nondiscrimination

Prepared by: Dr. Brendan Kelly, Vice President for University Advancement and President, UWF Foundation, Inc.; bkelly@uwf.edu; 850-474-3306

Presented by: Dr. Brendan Kelly, Vice President for University Advancement and President, UWF Foundation, Inc.

ARTICLE 22
GRIEVANCE PROCEDURE AND ARBITRATION

22.1 Policy/Informal Resolution. ~~The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communication between administrators and faculty so that resort to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution.~~ The purpose of this Article is to promote a prompt and efficient procedure_ for the investigation and resolution of grievances. The procedures hereinafter set forth will be the sole and exclusive method for resolving the grievances of faculty as defined herein. The University of West Florida and the UFF recognize the benefits of having grievances resolved in a way that ensures a timely and equitable outcome based on good faith efforts on the part of both parties. _The notion of a timely resolution _implies that at the first and every level of the process, both parties establish resolution _of the grievance as the highest priority. _The notion of an equitable outcome implies that both parties commit to a sustained _and in-depth analysis of the dispute and associated evidence and documentation. ~~The parties agree that a joint statement from both parties narrowing the issues is advisable wherever possible.~~ Both parties acknowledge the benefits of having early and equitable resolution_ of disputed issues.

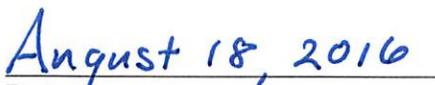
22.2 Resort to Other Procedures.

- (a) It is the intent of the parties to provide in this Article a reasonable opportunity for the resolution of a dispute through the grievance procedure and arbitration process.
- (b) Except as noted below, if prior to seeking resolution of a dispute by filing a grievance according to this Article or while the grievance proceeding is in progress, a faculty member requests, in writing, resolution _of the matter in another forum, whether administrative or judicial, the University will have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure.
- (c) As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress _when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. §~~2000e~~2000 et seq.
- (d) Further, since the parties do not intend that this grievance procedure _be a device for appellate review, the ~~President's~~President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure will not be an act or omission giving rise to a grievance under this procedure.

22.3 Representation.



Chief Negotiator – UWF BOT



Date



Chief Negotiator – UFF UWF



Date

- (a) The UFF will have the exclusive right to represent any faculty member _in a grievance filed under this Agreement, unless the faculty member elects self-representation or to be represented by legal counsel. ~~(NOTE: If the grievant elects to be represented by counsel, it is likely that the University will also elect to have counsel present.)~~
- (b) If a faculty member elects not to be represented _by the UFF, the University willshall promptly inform the UFF ~~grievance representative~~Vice President of Grievances in writing within 7 calendar days of the grievance filing date.
- (c) No resolution of any individually processed grievance will be inconsistent with the terms of this Agreement and for this purpose the UFF will have the right to have an observer present at all meetings called for the purpose of discussing such grievance and willshall be sent copies of all decisions at the same time as they are sent to the other parties.

22.4 Definitions and Forms. As used herein:

- (a) The term "grievance" willshall mean a dispute filed on a form referenced _in section 22.4(d) concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of the Agreement.
- (b) The term "grievant" willshall mean the UFF, a faculty member, or a group of faculty members when a grievance has been filed in a dispute over a provision of this Agreement. A grievance filed by the UFF which alleges a violation of its rights by the University _will be initiated at Step 2.
- (c) The parties may agree in writing to consolidate grievances of a similar nature to expedite the review process. In a consolidated grievance, one Appendix "C," "D," or "E," as appropriate, may be attached, bearing the signatures of the grievants.
- (d) Grievance Forms. _Each grievance, request for review, and notice of arbitration must be submitted _in writing on the appropriate form attached to this Agreement as Appendices "C," ~~"D,"~~ or ~~"E,"~~ as appropriate, and will be signed _by the grievant. _The aforementioned grievance forms, as well as Appendix ~~"H,"~~ "I," may be filed by means of personal delivery, fax, United States mail, or any other recognized _means of delivery EXCEPTincluding electronic mail as long as receipt is in a verifiable format.

22.5 Grievance Procedure.

- (a) This grievance procedure will be the sole formal review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. ~~Consequently, the filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters.~~
- (b) Filing Grievance Forms.

Michael Mattiine
Chief Negotiator – UWF BOT

August 18, 2016
Date

[Signature]
Chief Negotiator – UFF UWF

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- (1) A grievance will be filed with the Office of the Provost ~~or representative~~ at Step 1, or in the case of a grievance initiated at Step 2, with the designated representative in the office of the President ~~or representative~~.
 - (2) The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.
 - (3) Only those acts or omissions and sections of the Agreement identified at the initial filing, or the initial filing as amended, may be considered at subsequent steps. ~~(4)~~
- (c) Time Limits.
- (1) The grievance will be filed within thirty (30) days following the act or omission complained of, or the date on which the grievant knew or reasonably should have known of such act or omission, if that date is later.
 - (2) Thirty (30) days will be determined by a date stamp affixed by the office receiving the grievance, if hand delivered; or by the date recorded on the fax by the recipient's fax machine, if filed by fax or by verifiable electronic receipt; or by the postmark, if the grievance is mailed. The office receiving the grievance will send a copy of the date stamped document to the grievant or the grievant's representative within three (3) working calendar days.
 - (3) If there is difficulty in meeting the time limit, the UFF representative may sign the grievance form for the grievant; however, the grievant's signature will be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. For UFF grievances filed by the Vice President of Grievances on behalf of UFF, no faculty signatures will be required.
 - (4) A faculty member may seek redress of alleged salary discrimination by filing a grievance under the provisions of this Article. An act or omission giving rise to such a grievance may be the faculty member's receipt of his or her pay or pay notification for the first full pay period in which the salary increases referenced in Article 25 (Salaries) are reflected.
 - (5) Time limits contained in this Article may only be extended by mutual agreement, in writing, of the University and the UFF. Likewise, steps in the grievance procedure may be waived by mutual agreement, in writing, of both parties. grievant.
 - (6) Time periods between semesters, when regular classes are not scheduled to be held, will not be counted toward time limits for the initial filing of a grievance or for grievance processing. The suspense period will begin at the end of the last day of the final exam period and will end on the first day of regularly scheduled

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classes. The parties may, by mutual written agreement, continue processing a previously filed grievance during a suspense period.

- (7) Upon the failure of the University to provide a decision or conduct a hearing within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to the next step. The University will not be considered delinquent in complying with the thirty-day time limit so long as at least two dates and times in normal business hours have been offered by the university for the meeting/hearing during the thirty-day period.
 - (8) Upon the failure of the grievant or the UFF, ~~where appropriate,~~ to file an appeal within the time limits provided in this Article, the grievance will be deemed to have been resolved by the decision at the prior step.
- (d) Postponement Seeking Informal Resolution.
- (1) The grievant may, in the written grievance at the initial filing (Step 1 or Step 2), request the postponement of any action in processing the grievance formally for a period of up to thirty (30) calendar days. The initial request will be granted. During this period efforts to resolve the grievance informally will be made.
 - (2) Upon the grievant's written request, additional extensions should be granted, unless to do so would impede resolution of the grievance.
 - (3) Upon request, the Provost or designee may, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. If the grievance is initially filed at Step 2, the President or representative will meet informally with the UFF, if the UFF so requests, during the postponement period.
 - (4) The grievant ~~will~~shall have the right to representation by the UFF during attempts at the informal resolution of the grievance.
 - (5) The grievant may, at any time, terminate the postponement period by giving written notice to the Provost or representative (if the grievance is initially filed at Step 1) or the President or representative (if the grievance is initially filed at Step 2) that the grievant wishes to proceed with the Step 1 meeting (or Step 2 meeting for grievances initially filed at Step 2).
 - (6) If the grievance is resolved informally during the postponement period or any extensions thereof, the grievance is deemed to be immediately ~~withdrawn. The grievant or the grievant's representative will notify the Provost's office or the President's office, as appropriate, in writing that the grievance is withdrawn within three (3) working days~~resolved.
 - (7) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in section 22.1615, the postponement period will be no more than

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seven (7) days unless the faculty member and the University agree in writing otherwise.

(e) Step 1.

(1) Meeting.

- a. The Provost or representative and the grievant and the grievant's representative will meet no later than thirty (30) calendar days following (a) receipt of the grievance if no postponement is requested, (b) receipt of written notice that the grievant wishes to proceed with the Step I meeting, if a postponement was requested, or (c) expiration_ of the postponement period or any extensions thereof without withdrawal of the grievance.
- b. In advance of the Step 1 meeting, the grievant will have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.
- c. At the Step 1 meeting, the grievant will have the right to present any evidence in support of the grievance, and the grievant _and_/or the UFF representative or the grievant's legal counsel (if selected _pursuant to section 22.3) and the Provost or representative willshall discuss the grievance and attempt to find an equitable resolution.

(2) Decision.

- a. The Provost or representative willshall issue a written decision, stating the reasons for the decision, within thirty (30) calendar days following the conclusion of the final meeting. The Provost will distribute the written decision to the grievant, the grievant's representative, and all parties required to take action as a result of the decision.
- b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the written decision, if the decision is hand delivered, or the postmark, if the decision is maileddelivered by certified mail or verifiable electronic receipt.
- ~~c. The grievant, if self-represented or the grievant's Step 1 representative will send a copy of the date-stamped document to the Provost or representative within three (3) working days.~~
- ~~d.c.~~ All documents referred to in the decision and any additional documents presented _by the grievant will be attached to the decision, together _with a list of these documents.
- ~~e.d.~~ A copy of the decision will be sent by certified mail to the UFF if the grievant elected self-representation or representation by legal counsel.

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(f) Step 2. Step 2 involves a review of Step 1 decisions, as well as those disputes that have been filed directly with the President by the UFF.

(1) Initial Meeting for Grievances Initially Filed at Step 2.

a. The President or representative and the UFF will meet no later than thirty (30) calendar days following (a) receipt of the grievance if no postponement is requested, (b) receipt of written notice that the UFF wishes to proceed with the Step 2 meeting, if a postponement was requested, or (c) expiration of the postponement period or any extensions thereof without withdrawal of the grievance.

b. In advance of the Step 2 meeting, the UFF will have the right, on written request, to a copy of any identifiable documents relevant to the grievance.

c. At the Step 2 meeting, the UFF will have the right to present any evidence in support of the grievance, and the UFF and the President or representative will discuss the grievance and attempt to find an equitable resolution.

(2) Review of Step 1 Decision, for Grievances Initially Filed at Step 1.

a. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the President within thirty (30) calendar days following receipt of the Step 1 decision by the grievant, if self-represented, or by the grievant's representative.

b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the request for review, if the request is hand delivered; ~~or by the date recorded on the fax by the recipient's fax machine, if the request is filed by fax;~~ or by the postmark, if the request is mailed or by verifiable electronic receipt. The office receiving the request for review will send a copy of the date stamped document to the grievant's representative by certified mail within three (3) workingcalendar days.

c. The President or representative, who is not the direct supervisor of the Step 1 representative, and the grievant, if self-represented, or the grievant's grievant's representative will meet for the purpose of reviewing the matter no later than thirty (30) calendar days following receipt of the request for review.

(3) Decision.

a. The President or representative will issue a written decision, stating the reasons for the decision, to the grievant, if self-represented, or to grievant'sgrievant's Step 2 representative and to the UFF (if the grievant is not represented by the UFF) within thirty (30) calendar days following the conclusion of the review meeting.


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- b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the decision, if the decision is hand delivered, or by the postmark, if the decision is ~~mailed~~delivered by certified mail.
- ~~e. The grievant, if self-represented, or the grievant's Step 2 representative will send a copy of the date stamped document to the President or representative within three (3) working days.~~
- ~~d. In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF may proceed to Step 3 if the grievant, if self-represented, or the grievant's Step 2 representative has not received the written decision by the end of the 30th day following the conclusion of the final Step 2 meeting.~~

(g) Step 3. Arbitration

- (1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, ~~upon request of the grievant,~~ proceed to arbitration by filing a written notice of the intent to do so.
 - a. Notice of intent to proceed to arbitration will be filed with the President or representative within thirty (30) calendar days after receipt of the Step 2 decision and will be signed by the grievant and the State UFF President or the UFF Director of Arbitrations.
 - b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the notice, if the notice is hand delivered; or by the ~~date recorded on the fax by the recipient's fax machine~~postmark or by verifiable electronic receipt, if the notice ~~is filed~~delivered by fax; or by the postmark, if the notice is mailedcertified mail.
 - c. The office receiving the notice will send a copy of the date stamped document to the grievant, if self-represented, or to the grievant's Step 2 representative within three (3) ~~working~~calendar days.
 - d. A thirty (30) calendar day extension for filing a notice of intent to proceed to arbitration may be granted by mutual written agreement between the parties.
 - e. The parties will arbitrate only the issues submitted on the initial grievance form, including any amendment made pursuant to section 22.S(b)(2). ~~The parties will make every attempt to narrow the issues prior to arbitration.~~
 - ~~f. The grievance may be withdrawn by the grievant or by the State UFF President or UFF Director of Arbitrations at any point during Step 3.~~

(2) Selection of Arbitrator.

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- a. Representatives of the University and the UFF will meet within ~~ninety (90)~~ sixty (60) calendar days after the execution of this Agreement in order to select an Arbitration Panel of up to nine (9) members.
- b. Within fourteen (14) calendar days after the filing of a notice of intent to proceed to arbitration, representatives of the University and the UFF will meet to select an arbitrator from the Panel.
- c. The parties may, by mutual written agreement, select as an arbitrator an individual who is not a member of the Arbitration Panel.
- d. Selection from the Arbitration Panel will be by mutual written agreement or by alternately striking names from the Arbitration Panel list until one (1) name remains.
- e. The right of the first choice to strike from the list will be determined by the flip of a coin with the first grievance to proceed to arbitration each calendar year, and then will alternate between the UFF and UWF.
- f. If the parties are unable to agree to a Panel of arbitrators, the selection and assignment of an arbitrator will proceed under the normal rules of the American Arbitration Association ("AAA").
- g. If the parties are unable to agree upon which of the nominees, from a panel provided by the AAA, will serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names and the name remaining will be the arbitrator. Section (2) e above will be used in this regard.

(3) Jurisdiction.

- a. In any arbitration proceeding wherein a question concerning the ~~arbitrator's~~ arbitrator's jurisdiction over the grievance is raised, the decision ~~about jurisdiction of the jurisdictional issue~~ will be separated from the substantive issue(s).
- b. ~~Whenever possible, the~~ The question of jurisdiction ~~will~~ shall be determined by the means of a hearing conducted before an arbitrator by a conference call. within 15 calendar days. Extensions may be mutually agreed upon in writing by UFF and UWF.
- c. The arbitrator will rule upon the jurisdictional issues within ten (10) days of the hearing.
- d. If the issue is judged to be arbitral, an arbitrator will be selected to hear the substantive issue(s) in accordance with the provisions of section 22.5(g)(2).
- e. The parties may by mutual agreement choose the same arbitrator to rule on the question of arbitrability and on the substantive issues.

Michael Mattiune

Chief Negotiator – UWF BOT

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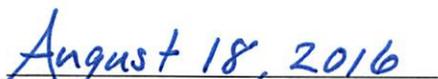
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(4) Authority of the Arbitrator.

- a. The arbitrator will have no authority to add to, subtract from, alter, change, or modify any of the provisions of this Agreement. Arbitration will be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. ~~The arbitrator will refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.~~
- b. The arbitrator's decision will address itself solely to the issue or issues presented and will not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute outside of the submitted issue or issues.
- c. Where an administrator has made a judgment involving the exercise of discretion, such as such as decisions regarding tenure or promotion, the arbitrator will not substitute the arbitrator's judgment for that of the administrator, nor will the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement.
- d. The arbitrator will not render any decision which would require or result in an action in violation of public statutes.
- e. If the arbitrator determines that the Agreement has been violated by either party, the arbitrator will direct that party to take appropriate remedial action.
- f. An arbitrator may award back salary where the arbitrator determines that the faculty member is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties.
- g. The arbitrator may make no award which provides the faculty member compensation greater than would have resulted had there been no violation.
- h. If the University's notice that further employment will not be offered to a faculty member is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the faculty member was deprived of a reasonable opportunity to seek other employment, or (b) the faculty member actually rejected an offer of comparable employment which the individual otherwise would have accepted.
- i. An arbitrator's decision awarding employment beyond the sixth (6th) year will not entitle the faculty member to tenure. In such cases, the faculty


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member will serve during the seventh (7th) year without further right to notice that he or she will not be offered employment thereafter. If a faculty member is reappointed at the direction of an arbitrator, the President or representative may reassign the individual during such reappointment.

j. If an arbitrator determines that the faculty member was not provided an "equitable opportunity" in relation to other faculty members in the same unit/department to meet the required criteria for promotion, tenure, and merit salary increases, as described in section 10.3 of this Agreement, the arbitrator may award additional employment requiring the University to provide the "equitable opportunity" as described in section 10.3 of this Agreement. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."

(5) Hearing and Decision.

- a. The arbitrator will ~~hold the~~conduct a hearing in the city in which the grievant is employed, unless otherwise agreed to in writing by the parties.
- b. The hearing will begin within thirty (30) calendar days of the arbitrator's acceptance of selection or as soon as practicable thereafter.
- c. Except as modified by the provisions of this Agreement, arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.
- d. The arbitrator will be requested to issue ~~his or her~~ formal decision within thirty (30) calendar days after the conclusion of the testimony, argument, or submission of briefs, whichever is latest.
- e. The decision ~~will~~shall be in writing and ~~will~~shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

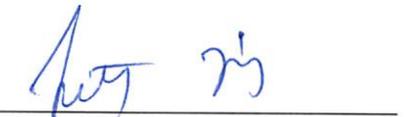
~~f. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, will not apply.~~

(6) Effect of Decision. The decision of the arbitrator will be final, conclusive, and binding on all parties to this Agreement, provided that any party can appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Chapter 682, Florida Statutes.

(7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Agreement, the University and the UFF agree that such an appeal will be filed in the courts in Escambia County, Florida, unless both parties specifically agree in writing otherwise in a particular instance. ~~In an action commenced in Escambia County, neither the Board nor the UFF will move for a~~


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~~change of venue based upon the defendant's residence in fact if other than Escambia County.~~

(8) Fees and Expenses.

- a. All fees and expenses of the arbitrator will be shared equally by the University and the UFF. Each party will bear the cost of preparing and presenting its own case.
- b. The party desiring a transcript of the arbitration proceedings will provide written notice to the other party of its intention to have a transcript of the arbitration made at least one (1) week prior to the date of the arbitration.
- c. The party desiring such transcript will be responsible for scheduling a stenotype reporter to record the proceedings.
- d. The party desiring a transcript will be responsible for the fee for the reporter and the cost of obtaining an original transcript ~~and one (1) copy.~~
- e. ~~The requesting party will, at its own expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five (5) working days after receiving the copy of the transcript from the reporter.~~

(9) Retroactivity. An ~~arbitrator's~~ arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case will an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.

(10) The UFF may withdraw a grievance at any step of the grievance procedure by filing written notice with the President or representative.

22.6 Burden of Proof. In all grievances except grievances involving disciplinary action brought pursuant to Article 17 (Disciplinary Action) the burden of proof will be on the faculty member. In disciplinary grievances, the burden of proof will be on the University.

22.7 Grievance Representatives.

- (a) The UFF will furnish to the University a list of all persons authorized to act as grievance representatives by the second (2nd) full week of September ~~and will update the list as needed.~~ each calendar year and will update the list as needed. The UWF will furnish to the UFF a list of all persons authorized to act as grievance representatives for the purposes of resolving grievances in accordance with this grievance procedure by second (2nd) full week of September each calendar year and will update the list as needed.
- (b) The UFF and UWF grievance representatives will have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. ~~Some of these activities are scheduled to be performed at particular times.~~


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- (c) ~~Such~~ UFF and UWF representatives will~~shall~~ have the right during times outside of normally scheduled hours scheduled_ for those activities listed above in section 22.7(b) to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings.
- (d) Should any hearings or meetings with the Provost or ~~President or representative~~ necessitate rescheduling of assigned duties, the grievant's representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval will not be unreasonably withheld.

22.8 Appearances.

- (a) When a faculty member participates during normal working hours in an arbitration proceeding or in a grievance meeting between the grievant ~~or representative~~ and the University, the faculty member's compensation will~~shall not~~ be ~~neither reduced nor increased~~ for time spent in those activities.
- (b) Prior to participation in any such proceedings, conferences, or meetings, the faculty member will make arrangements ~~acceptable to the appropriate supervisor~~ for the performance of the faculty member's duties. Approval of such arrangements will not be unreasonably withheld.
- (c) Time spent in such activities outside regular working hours will not be counted as time worked.

22.9 Filings and Notification.

- (a) With the exception of Step 1 and Step 2 decisions, all documents required _or permitted to be issued or filed pursuant to this Article may be transmitted by personal delivery, fax, United States mail, or any other recognized officially accepted delivery service ~~EXCEPT~~including verifiable electronic mail.
- (b) Step 1 and Step 2 decisions will be transmitted to the grievant (if self-represented) or the ~~grievant's~~grievant's representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested.
- (c) In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in section _19.6 of this Agreement), the act will be considered_ timely if it is accomplished by 5:00 pm on the following business day.

~~22.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2 will constitute a precedent for any purpose unless agreed to in writing by the President or representative and the UFF acting through its President or representative.~~

~~22.11 Processing.~~

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22.10 Processing.

- (a) The filing or pendency of any grievance or arbitration proceedings under this Article will not operate to impede, preclude, or delay the University from taking the action complained of.
- (b) Reasonable efforts, including the shortening of time limits when practical, ~~will~~ shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. A faculty member with a pending grievance will not continue to be compensated beyond the last date of employment.
- (c) The President or representative may refuse consideration of a grievance not filed or processed in accordance with this Article.

22.1211 Reprisal. No reprisal of any kind will be made by the University or the UFF against any grievant, any witness, ~~any~~ UFF representative, or ~~any~~ other participant in the grievance process/procedure for reason of such participation.

22.1312 Implementation. Upon resolution of the grievance, the parties ~~will begin to~~ shall implement the remedy within fourteen (14) days, unless otherwise provided by the award of the arbitrator or by mutual agreement of the parties.

22.1413 Records. All written materials pertinent to a grievance will be filed separately from the faculty member's evaluation file and those of the grievant or witnesses, except decisions resulting from arbitration or settlement.

22.1514 Inactive Grievances. A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF for ninety (90) days will be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

22.1615 Expedited Grievance Procedure for Conflict of Interest (Section 21.5).

- (a) A grievance alleging a violation of Conflict of Interest (Article 21) will be heard at Step ~~1~~ by the Provost or representative no more than seven (7) days after it has been filed.
- (b) The Provost or representative will issue a Step 1 decision no more than seven (7) days after the Step 1 meeting.
- (c) A request for review of the Step 1 decision will be filed using Appendix "D" no more than seven (7) days following the receipt of the Step 1 decision.
- (d) The Step 2 meeting will be held no more than seven (7) days after the receipt of Appendix "D," and the Step 2 decision will be issued no more than seven (7) days after the meeting.

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- (e) A request for arbitration using Appendix "E" will be filed within fourteen (14) days after the receipt of the Step 2 decision.
- (f) An arbitrator will be selected by the parties no more than fourteen (14) days following the receipt of Appendix "E."
- (g) The arbitrator will issue a memorandum of decision within seven (7) days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with section 22.5(g)(4).
- (h) The University and the UFF will establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with the section.
- ~~(i) All other provisions of Article 22 will apply to these grievances, except as noted above.~~
- ~~(i)~~

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ARTICLE 25
SALARIES

25.1 Faculty Pay Plan Legislative Increases or Non-Recurring Wage Increases.

Eligible in-unit faculty members will receive any salary increases or non-recurring wage increases appropriated for that purpose by the Florida Legislature in accordance with the guidelines set by the Legislature.

25.2 Salary Increase for the 2015-2016 Academic Year.

(a) Effective July 1, 2015, eligible twelve-month in-unit employees received a 1.9% increase in their base wage. Effective August 8, 2015 eligible nine-month faculty

received a 1.9% increase in their base wage.

(b) In order for the employee to be eligible for this base wage increase the employee must:

(i) Have been continuously employed in faculty pay status from July 1, 2014 until the effective date of the wage increase, and

(ii) Have not been issued a notice of non-reappointment or termination prior to the effective date of the wage increase.

(c) For the purpose of determining base salary or base wage, TIP awards were included in the calculation, but administrative supplements will not be included in the calculation.

25.32 Salary Increase for 2016-2017

(a) Effective the first pay period after March 1, 2017, the university will provide a cost-of-living base wage increase based on the most recently completed calendar year Consumer Price Index (CPI-U) amount.

(b) In order to eligible for the 2016-2017 salary increase:

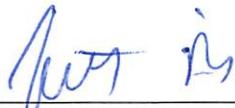
(i) Employees must have been in continuous pay status since July 1, 2016, and

(ii) Have not been issued a notice of non-reappointment or termination prior to the effective date of this wage increase.

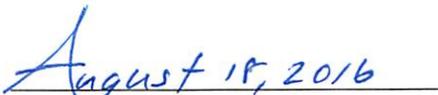
(c) The cost-of-living adjustment increase will be reduced by the amount of any base salary increase provided by the Florida Legislature for the same year. If the state provides a percentage increase to base salary that is higher than the applicable consumer price index amount, the employee shall receive the full amount of the increase provided by the state.



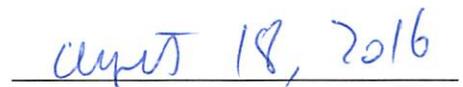
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(d) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation.

25.3 Salary Increase for 2017-2018

(a) Effective the first pay period after March 1, 2018, the university will provide a cost-of-living base wage increase based on the most recently completed calendar year Consumer Price Index (CPI-U) amount.

(b) In order to eligible for the 2017-2018 salary increase:

- (i) Employees must have been in continuous pay status since July 1, 2017, and
- (ii) Have not been issued a notice of non-reappointment or termination prior to the effective date of this wage increase.

(c) The cost-of-living adjustment increase will be reduced by the amount of any base salary increase provided by the Florida Legislature for the same year. If the state provides a percentage increase to base salary that is higher than the applicable consumer price index amount, the employee shall receive the full amount of the increase provided by the state.

(d) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation.

25.4 One-Time Promotion Recapture Salary Adjustment.

(a) The university will provide, effective ~~the first pay period in September~~ August 8, 2016, a ~~four~~ two percent (2%) salary increase to eligible in-unit Associate and Full Professors, Associate and University Librarians, Associate and Full Research Scholars/Scientists/Engineers, and Research Associates who previously received a promotion to Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate at UWF with an increase equal to or less than nine percent (9%).

(b) The university will provide, effective August 8, 2018, a one percent (1%) salary increase to eligible in-unit Associate and Full Professors, Associate and University Librarians, Associate and Full Research Scholars/Scientists/Engineers, and Research Associates who previously received a promotion to Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate with an increase equal to or less than nine percent (9%).

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- (c) In order to eligible for the One-Time Promotion Recapture Salary Adjustment:
 (i) Employees must have been in continuous pay status since July 1, 2016, and
 (ii) Employees must not have not been issued a notice of non-reappointment or termination prior to the effective date of this wage increase.

(d) Employees who receive a promotion increase to Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate for 2016-17 and/or 2017-18 will not be eligible for the One-Time Promotion Salary Adjustment.

(e) Eligible employees shall receive a maximum overall increase of 3% under this section.

(f) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation. Increases will be based on the previous year's base salary.

25.4 One-time Cost of Living Base Wage Adjustment:

(a) Effective March 1, 2016 eligible in-unit employees will receive a one-time base wage adjustment equal to the difference between the cumulative CPI from 2006 to the present (depending on the initial date of hire as an in-unit faculty) and the actual base wage increases received by each in-unit employee during the same time period, as follows:

- a. Faculty hired on or before August 8, 2014, will have a .8 percent rate used in the calculation described in paragraph a. above.
- b. Faculty hired on or before August 8, 2013, will have a 2.44 percent rate used in the calculation described in paragraph a. above.
- c. Faculty hired on or before August 8, 2012, will have a 3.94 percent rate used in the calculation described in paragraph a. above.
- d. Faculty hired on or before August 8, 2011, will have a 6.09 percent rate used in the calculation described in paragraph a. above.
- e. Faculty hired on or before August 8, 2010, will have a 9.44 percent rate used in the calculation described in paragraph a. above.
- f. Faculty hired on or before August 8, 2009, will have an 11.23 percent rate used in the calculation described in paragraph a. above.

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- ~~g. Faculty hired on or before August 8, 2008, will have a 10.84 percent rate used in the calculation described in paragraph a. above.~~
 - ~~h. Faculty hired on or before August 8, 2007, will have a 15.09 percent rate used in the calculation described in paragraph a. above.~~
 - ~~i. Faculty hired on or before August 8, 2006, will have a 18.37 percent rate used in the calculation described in paragraph a. above.~~
- ~~(b) In order to be eligible a faculty member must:~~
- ~~(i) Have been in faculty pay status on or before August 8, 2014 until the effective date of this wage increase, and~~
 - ~~(ii) Have not been issued a notice of non-reappointment, termination or tendered a resignation prior to the effective date of this wage increase.~~
- ~~(c) For the purpose of determining base salary, all in-cycle and out-of-cycle pay increases will be included in the calculation, but administrative/temporary supplements and promotion increases will be excluded in the calculation.~~

25.5 One-time Base Salary Adjustment.

On October 1, 2015, the University will make a one-time base salary adjustment, as follows:

- ~~(a) The base salary of an Associate Professor shall be adjusted if it is less than the average salary ("the average") of the two most recently hired Assistant Professors within the same department. The adjustment will equalize an Associate Professor's salary to the average.~~
- ~~(b) The base salary of a Full Professor's shall be adjusted if it is less than the average salary of the two most recently hired Assistant Professors within the same department or the average salary of the two most recently hired or promoted Associate Professors within the same department. The adjustment will equalize a Full Professor's salary to whichever average is higher.~~
- ~~(c) The base salary of an Associate Librarian's shall be adjusted if it is less than the average salary of the two most recently hired or promoted Assistant Librarians. The adjustment will equalize an Associate Librarian's salary to the average.~~
- ~~(d) The base salary of a University Librarian's shall be adjusted if it is less than the average salary of the two most recently hired or promoted Assistant Librarians or~~

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the average salary of the two most recently hired or promoted Associate Librarians. The adjustment will equalize a University Librarian's salary to whichever average is higher.

- (e) The base salary of an Instructor or Lecturer with six (6) years of experience in their current position at UWF shall be adjusted if it is less than the average salary of the two most recently hired instructors or lecturers within the same department. The adjustment will equalize an Instructor or Lecturer's salary to the average.
- (f) The base salary of a Research Associate with six (6) years of experience in their current position at UWF shall be adjusted if it is less than the average salary of the two most recently hired research associates within the same department. The adjustment will equalize a Research Associate's salary to the average.
- (g) The employee's base salary as of September 30, 2015 will be used in the calculation of the salary inversion adjustment. For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation. This represents a one-time wage adjustment and creates no obligation for the University to make future adjustments.
- (h) No salary adjustment pursuant to section 25.5 will be implemented if the adjustment is two hundred and fifty dollars (\$250.00) or less:
- (i) No salary adjustment pursuant to section 25.5 will be made in excess of the amount of eight thousand dollars (\$8,000.00):
- (j) For the purposes of calculating the average salary, the two most recently hired refers to those faculty hired from August 8, 2011 to August 8, 2015, excluding those hired in a visiting status.

25.3 25.5 Promotion Increases. Promotion increases will be granted to faculty pursuant to Article 15 (Promotion Procedure).

Promotion increases will be granted in an amount equal to nine percent (9%) of the faculty member's previous year's base salary rate in recognition of promotion to Assistant University Librarian, or Associate in _____.

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Promotion increases will be granted in an amount equal to ~~nine-thirteen~~ percent (913%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Associate Professor or Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate.

Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Professor or University Librarian, or Research Scholar/Scientist/Engineer.

25.4 25.6 Contract and Grant Funded Increases or Non-Recurring Wage Increases.

- a. Faculty on contracts or grants will receive salary increases or non-recurring wage increases equivalent to similar faculty on regular funding, provided that such salary increases or non-recurring wage increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases or non-recurring wage increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative will seek to have the contract or grant modified to permit such increases or non-recurring wage increases.
- b. Nothing contained herein will prevent the faculty members whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

25.5 25.7 Administration Discretionary Increases.

The University retains the authority to provide salary increases, adjustments, or non-recurring wage increases beyond the increases specified above, for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. In the event the University develops procedures for distributing increases under this section, a copy will be provided to the UFF. The UFF will have an opportunity to discuss the procedures in consultation with the President or representative, pursuant to Article 2 (Consultation), prior to their implementation. At the end of the academic year, the UFF will be provided with a report of all salary increases granted under this section during the academic year.

25.6 25.8 Salary Rate Calculation and Payment.

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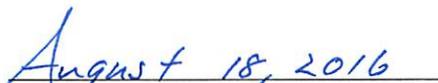
The biweekly salary rate of faculty serving on twelve (12) month (calendar year) appointments will be calculated by dividing their calendar year salary rate by 26.1 pay periods.

25.7 25.9 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 22 (Grievance Procedure and Arbitration) alleging violation of this Article are whether there is unlawful discrimination under Article 6 (Nondiscrimination), or whether there is an arbitrary and capricious application of the provisions of one (1) or more sections of this Article.

25.8-25.10 Type of Payment for Assigned Duties. Duties and responsibilities assigned by the University to a faculty member which are in addition to the available established FTE for the position will be compensated through Other Personal Services (OPS), not salary.



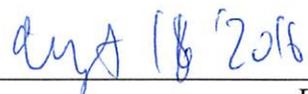
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ARTICLE 6
NONDISCRIMINATION

6.1 Statement of Intent.

(a) The Board and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each faculty member, staff member, and student to work and learn in an environment free from any form of unlawful discrimination or unlawful harassment.

(b) The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting unlawful discrimination and unlawful harassment and affirm their commitment to create a diverse faculty that brings new perspectives and new talent into the academy. To this end, the Board, with the support of the UFF, will work to implement programs, policies, and practices to facilitate the recruitment of a diverse faculty.

(c) Nothing in this Article is intended to alter the eligibility requirements for benefits provided by the University.

(d) It is the intent of the Board and the UFF that this statement of intent not be subject to Article 22 (Grievance Procedure and Arbitration).

6.2 Nondiscrimination -Policy.

(a) Nondiscrimination. Neither the Board nor the UFF will discriminate against any faculty member based upon race, color, sex/gender (this also includes gender identity), sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status, nor will the Board or the UFF abridge any rights of faculty

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related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions will be based on job-related criteria and performance.

(a)(b) Discrimination Prohibition. No employee will discriminate against or harass any other employee or any student based upon race, color, sex/gender (this also includes gender identity), sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status.

(c) Sexual Harassment. Sexual harassment is a prohibited form of sex discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic performance or evaluation, (2) submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment.

(d) Consensual Relations.

(i) Definitions:

For purposes of this Section (d), the following definitions pertain:

A Consensual Relationship is a mutually acceptable, romantic and/or sexual relationship between a faculty member and an employee, student and/or student employee.

A Conflict of Interest arises when individuals with the authority and the responsibility to evaluate the work or performance of an employee, student

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or student employee initiate, acquiesce or engage in an intimate romantic and/or sexual relationship with that employee, student or student employee.

(ii) Ethical Considerations

The University of West Florida is committed to a learning an academic and employment environment free from unlawful harassment, discrimination, and unprofessional conduct. Consenting romantic and Codes of ethics for most professional associations forbid professional-client sexual relationships. between faculty members and students under their authority, while not expressly forbidden, Both professor-student and supervisor employee relationships are discouraged similar to those of a professional and a client. The respect and trust accorded a professor by a his or her student, as well as the power exercised by the professor or supervisor in grading/evaluation, advising, or recommending study and future employment diminish the student's actual freedom of choice when entering upon a relationship with that professor. A similar imbalance pertains in a supervisor/subordinate employee relationship. When these asymmetrical relationships are romantic and/or sexual in nature, they constitute an inherent Conflict of Interest. Accordingly, Consensual Relationships involving Conflicts of Interests are prohibited. Should such a Conflict of Interest develop, the teacher, in assigning grades and providing evaluations, advice, or recommendations, creates an imbalance of power and may diminish the student's or subordinate's actual freedom of choice. Parties outside the relationship, students or employees, may view such relationships as creating an unfair, disruptive, or discriminatory environment. An employee will work with his or her supervisor or advisor has the obligation to develop disclose its existence and to cooperate in making alternative arrangements for the supervision, evaluation, teaching, grading, or advising of any the employee, student and/or student employee. These arrangements will be set forth in a written conflict mitigation plan. The conflict mitigation plan must be approved by the Provost. under his or

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~~her authority with whom the employee is romantically or sexually involved.~~

~~(d) The parties acknowledge that academic freedom (as defined in Article 5, Academic Freedom) exists within the restrictions imposed by the laws with regard to unlawful discrimination and unlawful harassment.~~

6.3 Investigation of Charges of Discrimination. Charges of discrimination, including those filed by faculty alleging unlawful discrimination or unlawful harassment by students, will be promptly investigated according to established University procedures. No faculty member investigated under such procedures will be disciplined until such investigation is complete and a finding of discrimination or harassment has been issued.

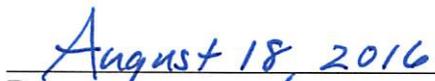
(a) Non-retaliation policy. No retaliation of any kind will be made by a faculty member, the Board, or UFF against any party, any witness, any UFF representative, or any other participant in this process or in any grievance arising from this process for reason of such participation.

~~(a)~~(b) To the extent possible, remedial measures to correct the effects of unlawful harassment or unlawful discrimination will not unreasonably adversely affect an individual who was found to be the victim of unlawful discrimination or unlawful harassment.

~~(b)~~(c) If, after the completion of the investigation, any finding of unlawful discrimination is made, a record of the complete findings will be placed in the faculty member's master evaluation file. Such findings are not considered evaluative material for purposes of Florida Statute 1012.91.

~~(e)~~(d) If a finding of no discrimination is made, no record will be placed in the faculty member's master evaluation file unless the faculty member requests in writing that a record of the complete investigation be placed in the evaluation file.


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6.4 Access to Documents. No faculty member will be refused a request to inspect and copy documents related to claims of discrimination under this Article, to which the faculty member is a party, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided that the University may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.

6.5 Discrimination Claims. Claims that the Board or the University engaged in unlawful discrimination or unlawful harassment may be presented as grievances pursuant to Article 22 (Grievance Procedures and Arbitration).

(a) It is the intent of the parties to this Agreement that matters which may be presented as grievances under Article 22 (Grievance Procedures and Arbitration) be so presented and resolved through that procedure instead of using other procedures.

(b) The UFF agrees not to process cases arising under this Article when alternative procedures to Article 22 (Grievance Procedures and Arbitration) are initiated by the grievant, except that a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. §2000e et seq.

6.6 Charges of Discrimination Included as Part of a Grievance.

(a) Charges of discrimination, including unlawful harassment, included in grievances will be referred to the University's equal opportunity officer for investigation of those charges in accordance with University procedures.

(b) If the charges of discrimination or harassment are not separable from other claims in the grievance, then the entire grievance will be held in abeyance until a finding has been made on the charges of discrimination or

Zelidial Mattinone
Chief Negotiator – UWF BOT

August 18, 2016
Date

[Signature]
Chief Negotiator – UFF UWF

Uffty 18' 2016
Date

harassment and forwarded to the Step 1 reviewer. The grievance will then be processed in accordance with the procedures outlined in section 22.5 (Grievance Procedure) of this Agreement, provided that the thirty-day limitation specified therein shall be extended to accommodate the investigation of the discrimination complaint, not to exceed a period of ninety days.

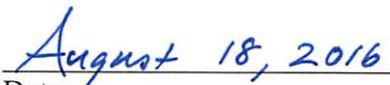
(c) If the charges of unlawful discrimination or unlawful harassment are separable from other claims included in the grievance, then the charges of unlawful discrimination or unlawful harassment will be held in abeyance until a finding has been made on those charges by the University's equal opportunity officer, while the remaining claims exclusive of the charges of unlawful discrimination or unlawful harassment will be processed in accordance with the procedures outlined in section 22.5 of this Agreement. Once a finding has been made by the University's equal opportunity officer on those charges of unlawful discrimination or unlawful harassment that were separated from other claims in the grievance, the finding will be forwarded to the Step I reviewer and the charges of discrimination or harassment will be processed in accordance with the procedures outlined in section 22.5 (Grievance Procedure) of this Agreement.

(d) The filing of a complaint with the Equal Employment Opportunity Commission will not affect the processing of a grievance related to unlawful discrimination or unlawful harassment.

6.7 Academic Freedom. The parties acknowledge that academic freedom (as defined in Article 5, Academic Freedom) exists within the restrictions imposed by the laws with regard to unlawful discrimination and unlawful harassment



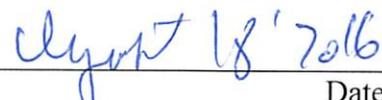
Chief Negotiator – UWF BOT



Date



Chief Negotiator – UFF UWF



Date

UWF Board of Trustees Meeting
September 30, 2016

Issue: Appointment of Officer Nominations Ad hoc Committee

Proposed action: Approval

Background information:

The Bylaws of the UWF Board of Trustees indicate that the Chair and Vice-Chair of the Board are to be selected at the last regularly scheduled meeting of the calendar year for a two-year term to begin January 1.

The terms of Chair Lewis Bear, Jr. and Vice Chair Mort O’Sullivan will be completed as of December 31, 2016. Accordingly, officers should be elected at the December 2016 Board of Trustees meeting for new terms commencing January 1, 2017.

Chair Bear will present at this meeting, his recommendation for members of an Officer Nominations Ad hoc Committee, to present nominations for consideration at the December 2016 BOT meeting.

Recommendation: Approve appointments to the Officer Nominations Ad hoc Committee

Implementation Plan: Ad hoc committee will meet as needed following appointment

Fiscal Implications: None

Supporting documents:

BOT Bylaws

Prepared by: Pat Lott, General Counsel, plott@uwf.edu, 850-474-3419

Presenter: Lewis Bear, Jr., BOT Chair

Bylaws of UWF Board of Trustees

Revision Adopted 2/25/05

Revision Adopted 9/18/09

Revision Adopted 12/9/11

Revision Adopted 6/15/16

ARTICLE I ORGANIZATION

The Corporation

The University of West Florida Board of Trustees ("Board of Trustees" or "Board") is established as a body corporate, with all powers of a body corporate as provided by Florida law. The Board of Trustees is a corporation primarily acting as an instrumentality or an agency of the state, pursuant to s. 768.28 (2), for purposes of sovereign immunity. The Board shall perform all duties prescribed by the Board of Governors, applicable law and rules.

Membership

The Board of Trustees is composed of thirteen persons, six members appointed by the governor of the State of Florida, five members appointed by the Board of Governors, the president of the University of West Florida Student Government Association ("UWF SGA"), and the president of the University of West Florida Faculty Senate.

Board of Trustees members who are appointed by the governor and the Board of Governors shall be appointed for staggered five-year terms. The president of the University of West Florida Student Government Association will serve for as long as he or she is president of the UWF SGA, and the president of the Faculty Senate usually shall serve for as long as he or she remains president.

Members of the Board shall serve without compensation but may be reimbursed for travel and per diem expenses in accordance with state law.

Powers and Duties of Officers

The officers of the Board of Trustees are the chair, vice-chair, executive officer and corporate secretary. The chair and vice-chair shall be selected from the members appointed by the Governor or the Board of Governors by the Board of Trustees at the last regularly scheduled meeting of the calendar year for a two- year term to begin January 1. The chair and vice-chair shall be eligible for reselection for one consecutive term, after which they may not be an officer for two years before being eligible for selection again. Notwithstanding the previous provision, however, the chair may be

selected for additional consecutive terms upon a two thirds vote of the Board of Trustees.

The university president shall serve as executive officer and corporate secretary of the Board of Trustees.

Chair/vice chair

The chair shall preside at all meetings of the Board of Trustees, call special meetings of the Board when necessary, attest to actions of the Board and appoint trustees to standing and ad hoc committees.

The chair shall notify the Governor or the Board of Governors, as applicable, in writing whenever a Board member has three consecutive unexcused absences from regular Board meetings in any fiscal year, which may be grounds for removal by the Governor or the Board of Governors, as applicable.

The vice-chair shall act as chair during the absence or disability of the chair.

Executive Officer/Corporate Secretary

The university president, as executive officer and corporate secretary, shall be responsible to the Board for all operations of the university and for setting the agenda for meetings of the Board in consultation with the chair.

As executive officer, the university president shall serve as the principle liaison officer and official contact between the Board and the faculty, staff and students of the university. The university president shall exercise such powers as are appropriate to his/her position in promoting, supporting and protecting the interests of the university and in managing and directing its affairs. The university president may issue directives and executive orders not in contravention of existing Board policies. The university president shall be responsible for all educational, financial, business and administrative functions of the university consistent with the policies established by the Board and shall exercise such other powers, duties and responsibilities as are delegated or assigned by the Board of Trustees, the Board of Governors and Florida statute.

As corporate secretary, the university president shall be responsible for noticing meetings of the Board and its committees, setting the agenda and compiling supporting documents for meetings of the Board, at the direction of the Board, recording and maintaining the minutes of any Board or meeting, including a record of attendance and votes cast, executing or attesting to all documents which have been executed by the Board, and shall be custodian of the corporate seal. The university president may

designate an individual to serve as deputy corporate secretary to the Board.

ARTICLE II MEETINGS

Regular meetings - The Board will meet no fewer than four times per fiscal year, at a time and place designated by the chair. Meetings of the Board are open to the public and all official acts will be taken at public meetings, unless exempt from the open meetings law. The schedule of meetings is available on the University of West Florida website at <http://www.uwf.edu/trustees>.

Special Meetings - The Board may meet in special meetings, including hearings and workshops, at a time and place designated by the chair.

Emergency Meetings - An emergency meeting of the Board may be called by the chair of the Board upon no less than twenty-four (24) hours notice whenever, in the opinion of the chair, an issue requires immediate Board action. Whenever such emergency meeting is called, the chair will notify the corporate secretary. The corporate secretary will immediately serve either verbal or written notice upon each member of the Board, stating the date, hour and place of the meeting and the purpose for which the meeting has been called. In addition, notice will be given to the public. No other business will be transacted at the meeting unless additional emergency matters are agreed to by a majority of those Board members in attendance. The minutes of each emergency meeting will show the manner and method by which notice of such emergency meeting was given to each member of the Board and to the public.

Notice of Meetings - Notice of regular meetings, committee meetings, and special meetings of the Board will be given not less than seven days before the event and will include a statement of the general subject matter to be considered. Whenever an emergency meeting is scheduled to be held, the corporate secretary will post a notice at the university library and at <http://www.uwf.edu/trustees> of the time, date, place, and purpose of the meeting.

Closed Sessions - As provided by law, the Board may conduct closed sessions when it meets to consider or discuss such matters as pending litigation with the Board attorney, collective bargaining, evaluations of claims filed with a risk management program, or challenges to the content of student records or reports. The minutes of attorney-client sessions and risk management meetings shall be exempt from public disclosure until termination of the litigation and settlement of all claims arising out of the

same incident. All work products developed for the Board and the university in preparation for, and during, collective bargaining negotiations shall be exempt from disclosure.

Meetings by Means of Telephone Conference Calls and other Communications Media Technology

- a. The Board may use telephone conference calls and other communications media technology to conduct Board business in the same manner as if the proceeding were held in person.
- b. The notice of any meeting conducted by means of communication media technology will state where and how members of the public may gain access to the meeting.

Quorum - Nine (9) members of the Board must be in attendance to constitute a quorum for the transaction of business.

Voting - A majority vote of the full Board is required for appointing and removing the president. On all other matters, a majority of voting members is required for approval. A trustee may abstain from voting only under those circumstances proscribed by law. Voting by proxy or by mail shall not be permitted.

Parliamentary rules - Roberts Rules of Order, newly revised, will be followed in conducting meetings of the Board, unless otherwise provided by the Board.

Agenda

The agenda for each meeting of the Board shall be prepared by the university president or his/her designee. Every request for inclusion of an item on the agenda of a meeting shall be put in writing and filed, together with any supporting documents, with the university president sufficiently far in advance of the meeting to permit a determination to be made by the university president with respect to the propriety and practicability of including that item on the agenda for the meeting. The university president will assemble the items received, with sufficient time to prepare the agenda in advance of each meeting and provide a copy of the agenda to each member of the Board at least seven days prior to the meeting. If additional items or supporting documentation become available, a supplemental agenda will be provided at least three days prior to the meeting.

Minutes

The Board of Trustees shall keep, and within two weeks after a meeting, post prominently on the University's website detailed meeting minutes for all meetings, including the vote history and attendance of each trustee. The corporate secretary or designee, shall cause the minutes to be printed and

preserved and shall transmit copies to the members of the Board of Trustees and to other places where deemed appropriate. All lengthy reports shall be referred to in the minutes and shall be kept on file as part of the university records, but such reports need not be incorporated in the minutes except when so ordered by the Board of Trustees.

ARTICLE III COMMITTEES

Trustees appointed to committees shall serve at the pleasure of the Board chair.

The Executive Committee shall have a minimum of six (6) members, 5 of whom shall be voting trustees, and one of whom shall be the president of the university, who shall be ex-officio without vote and not counted as part of a quorum for the purpose of transacting business. The chair and vice chair of the Board of Trustees, and the chairs of the standing committees of the Board shall also serve. The Board chair may appoint one additional trustee to serve at-large on the Executive Committee.

The purpose of the Executive Committee is twofold: to conserve time, it shall serve at the pleasure of the Board as the Board's agent in helping the president to address routine business between regular Board meetings; and it shall assist the chair and the university president in their joint responsibility to help the Board to function effectively and efficiently by suggesting Board meeting agenda items and periodically assessing the quality of committee work. The Executive Committee shall have authority to act for the Board of trustees on all matters except for the following, which shall be reserved for the Board: presidential selection and termination; trustee and Board officer selection; changes in institutional mission and purposes; changes to the bylaws; incurring of corporate indebtedness; and adoption of the annual budget. These bylaws or other Board policy may reserve other powers for the Board of Trustees.

The Executive Committee shall meet as often as necessary to conduct its business as determined by the chair and university president, and it shall ensure that minutes are taken and promptly distributed to all trustees for subsequent ratification by the Board of trustees at its next regular meeting.

The Board of Trustees may establish such other committees as deemed necessary for the orderly conduct of the business of the Board. The chair may serve as an ex-officio member of any committee so established.

A majority of voting trustee committee members shall constitute a quorum.

ARTICLE IV AMENDMENT OR SUSPENSION OF BYLAWS

The Bylaws may be altered, amended or repealed by a majority vote of all members of the Board at any regular meeting, when notice of the proposed amendment or repeal is provided in the meeting notice. Any provision of these Bylaws may be suspended in connection with the consideration of a matter before the Board by an affirmative vote of not less than nine (9) members of the Board.

**ARTICLE V
APPEARANCES BEFORE THE BOARD**

Individuals or group representatives who desire to appear before the Board to initiate a subject within the Board’s jurisdiction may submit their requests to the university president, as corporate secretary, at 11000 University Parkway, Pensacola, Florida 32514, for the matter to be included in the agenda. The university president, in consultation with the chair, will determine whether the item will be heard and when the item will be heard. The Board may place time limits on any presentation or decline to hear any matter.

The chair may recognize any individual or representative of groups to address the Board.

The Board will permit individuals to address the Board as required by Board policy and Florida law.

In order to proceed with the essential business of the Board in an orderly manner, any individual or group representative who attempts to disrupt a Board meeting will be subject to appropriate action pursuant to law.

**ARTICLE VI
CODE OF ETHICS**

Code of Ethics - Conflict of Interest

Trustees stand in a fiduciary relationship to the University. Therefore, Trustees shall act in good faith with due regard for the interests of the University and shall be guided by the provisions set forth in Florida law for the conduct of public officers. The Board shall adopt a written ethics policy that will be reviewed periodically and revised as necessary.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

Indemnification

The Board shall, to the extent legally permissible, indemnify and defend each of its trustees, officers, employees, volunteers and other agents against all liabilities and expenses incurred in the connection with the disposition of defense of any action, suit or other proceeding, whether civil

or criminal, in which such person may be involved by reason of university service, except with respect to any matter in which such person shall have been adjudicated in any proceeding not to have acted in good faith; and further provided that no settlement shall be entered into without the prior consultation and approval of the president or the president's designee.

Fiscal Year

The fiscal year of the Board shall commence on July 1 of each year and end on June 30.

Sunshine Laws

Public access to Board records is governed by the provisions of the Public Records Law in Chapter 119, F.S. Board meetings are governed by the provisions of the Open Meetings Law in Chapter 286, F.S.

Corporate Seal

The corporation shall have a seal on which shall be inscribed "The University of West Florida Board of Trustees."

Adopted Revision 2/25/05

Adopted Revision 9/18/09

Adopted Revision 12/09/11

Adopted Revision 6/15/16

UWF Board of Trustees Meeting
September 30, 2016

Issue: Appointment of Presidential Performance Evaluation Metrics Ad hoc Committee

Proposed action: Approval

Background information:

Chair Bear will present at this meeting, his recommendation for members of a Presidential Performance Evaluation Metrics Ad hoc Committee.

Recommendation: Approve appointments

Implementation Plan: Ad hoc committee will meet as needed following appointment

Fiscal Implications: None

Supporting documents:

None

Prepared by: Becky Luntsford, Assistant Corporate Secretary to the Board,
rluntsford@uwf.edu, 850-474-2449

Presenter: Lewis Bear, Jr., BOT Chair

**UWF Board of Trustees Meeting
September 30, 2016**

Issue/Agenda Recommendation: The Cost of Online Education

Proposed Action: Informational

Background Information:

This informational presentation will provide an update on the extensive work being conducted statewide for the 2025 Strategic Plan for Online Learning led by the Florida Board of Governors Innovations and Online Committee. Several workgroups were formed around the major areas of the report to include quality, access and affordability. Specifically, in this presentation, affordability will be discussed along with the statewide methodology used to identify total costs to the institution to offer online learning along with the total costs for students taking online courses and degree programs. Data will be presented for the total costs of online learning at the University of West Florida to include the distance learning fee. A final statewide report is forthcoming upon approval in October.

Recommendation: None

Implementation Plan: None

Fiscal Implications: None

Supporting documents:

PowerPoint

Prepared by: Pam Northrup, Senior Associate Provost; CEO Innovation Institute
pnorthru@uwf.edu; 474-3255

Presented by: Pam Northrup, Senior Associate Provost

UWF Board of Trustees Meeting
September 30, 2016

Agenda Recommendation: FY 2015-16 Final Operating Budget Summary

Proposed action: Informational

Background information:

The FY 2015-16 Operating Budget Summary provides a report at the end of the fiscal year with budget-to-actual results for each fund group. Additionally, it displays the FY 15-16 performance compared to the FY 16-17 BOT approved Budget.

Implementation Plan: N/A

Fiscal Implications: N/A

Supporting documents:

FY 2015-16 Operating Budget Summary, including the Life-to-Date Capital Budget (9 pages)

Prepared by: Jeffrey A. Djerlek, Associate Controller, (850) 474-2759, Jdjerlek@uwf.edu

Facilitator/Presenter: Colleen M. Asmus, Associate Vice President for Finance/University Controller, (850) 474-2642, casmus@uwf.edu

University of West Florida
Consolidated BOT Approved Operating Budget Summary
Fourth Quarter Y-T-D
For the Fiscal Year Ending June 30, 2016

	Education & General	Auxiliaries	Athletics	Student Activity	Contracts & Grants	Financial Aid	Concessions	Technology	Board Approved Fees (Green Fee)	Total All Funds
Beginning Balance	\$50,275,849	\$13,024,848	\$3,090,910	\$1,558,959	\$8,434,916	\$5,691,891	\$194,022	\$193,067	\$258,793	\$82,723,255
Revenues & Transfers In:										
1. State Appropriated Funds	\$106,716,587	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,716,587
2. Enhancement Trust Fund (Lottery)	\$7,544,831	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,544,831
3. Student Fee Trust Fund (Tuition)	\$45,798,775	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,798,775
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$0	\$1,481,873	\$13,000	\$215,161	\$0	\$0	\$0	\$0	\$0	\$1,710,034
7. Fees	\$0	\$13,010,046	\$5,313,360	\$3,426,674	\$87,696	\$1,903,000	\$0	\$1,521,246	\$198,000	\$25,460,022
8. Miscellaneous Receipts	\$0	\$4,642,951	\$598,318	\$61,739	\$1,493,568	\$27,500,000	\$90,910	\$0	\$0	\$34,387,486
9. Other Grants & Donations	\$0	\$0	\$0	\$0	\$4,810,728	\$0	\$0	\$0	\$0	\$4,810,728
10. Rent	\$0	\$246,617	\$5,550	\$0	\$0	\$0	\$0	\$0	\$0	\$252,167
11. U.S. Grants	\$0	\$0	\$0	\$0	\$11,585,142	\$51,500,000	\$0	\$0	\$0	\$63,085,142
12. City, County & State Grants	\$0	\$0	\$0	\$0	\$4,799,870	\$0	\$0	\$0	\$0	\$4,799,870
13. Other Revenue	\$0	\$3,789,517	\$0	\$0	\$299,873	\$100,000	\$0	\$14,000	\$2,000	\$4,205,390
14. Total Additions to Fund Balance	\$160,060,193	\$23,171,004	\$5,930,228	\$3,703,574	\$23,076,877	\$81,003,000	\$90,910	\$1,535,246	\$200,000	\$298,771,032
15. Total Resources Available	\$210,336,042	\$36,195,852	\$9,021,138	\$5,262,533	\$31,511,793	\$86,694,891	\$284,932	\$1,728,313	\$458,793	\$381,494,287
Expenditures & Transfers Out:										
16. Salaries & Benefits	\$88,426,575	\$6,751,359	\$2,308,594	\$1,571,568	\$5,816,440	\$0	\$0	\$0	\$0	\$104,874,536
17. Other Personal Services (OPS)	\$7,505,998	\$2,726,784	\$342,593	\$776,002	\$2,949,465	\$0	\$0	\$34,727	\$0	\$14,335,569
18. Expenses	\$42,701,794	\$12,892,746	\$2,063,781	\$828,603	\$15,137,279	\$79,000,000	\$90,910	\$598,128	\$0	\$153,313,241
19. Other Capital Outlay (OCO)	\$164,500	\$47,000	\$0	\$0	\$22,161	\$0	\$0	\$667,626	\$188,000	\$1,089,287
20. Library Resources	\$869,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$869,400
21. Risk Management	\$594,566	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$594,566
22. Financial Aid	\$742,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$742,900
23. Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24. Expenditures from Carry Forward	\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000,000
25. Transfers	\$0	(\$187,151)	\$1,818,098	\$270,788	(\$540,000)	(\$1,361,735)	\$0	\$0	\$0	\$0
26. Fixed Capital Outlay (FCO)	\$0	\$5,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200,000
27. Total Resources Used	\$151,005,733	\$27,430,738	\$6,533,066	\$3,446,961	\$23,385,345	\$77,638,265	\$90,910	\$1,300,481	\$188,000	\$291,019,499
Net Change	\$9,054,460	(\$4,259,734)	(\$602,838)	\$256,613	(\$308,468)	\$3,364,735	\$0	\$234,765	\$12,000	\$7,751,533
Ending Balance	\$59,330,309	\$8,765,114	\$2,488,072	\$1,815,572	\$8,126,448	\$9,056,626	\$194,022	\$427,832	\$270,793	\$90,474,788

University of West Florida
Consolidated Current Modified Operating Budget Summary
Fourth Quarter Y-T-D
For the Fiscal Year Ending June 30, 2016

	Education & General	Auxiliaries	Athletics	Student Activity	Contracts & Grants	Financial Aid	Concessions	Technology	Board Approved Fees (Green Fee)	Total All Funds
Beginning Balance	\$49,061,805	\$23,090,725	\$1,728,253	\$1,331,377	\$8,709,997	\$997,577	\$181,087	\$1,838,614	\$247,228	\$87,186,663
Revenues & Transfers In:										
1. State Appropriated Funds	\$106,677,637	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,677,637
2. Enhancement Trust Fund (Lottery)	\$7,544,831	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,544,831
3. Student Fee Trust Fund (Tuition)	\$45,798,775	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,798,775
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$0	\$1,481,873	\$13,000	\$215,161	\$0	\$0	\$0	\$0	\$0	\$1,710,034
7. Fees	\$0	\$13,010,046	\$5,313,360	\$3,426,674	\$87,696	\$1,903,000	\$0	\$1,521,246	\$198,000	\$25,460,022
8. Miscellaneous Receipts	\$0	\$4,642,951	\$598,318	\$61,739	\$1,493,568	\$27,500,000	\$90,910	\$0	\$0	\$34,387,486
9. Other Grants & Donations	\$0	\$0	\$0	\$0	\$4,810,728	\$0	\$0	\$0	\$0	\$4,810,728
10. Rent	\$0	\$246,617	\$5,550	\$0	\$0	\$0	\$0	\$0	\$0	\$252,167
11. U.S. Grants	\$0	\$0	\$0	\$0	\$11,585,142	\$51,500,000	\$0	\$0	\$0	\$63,085,142
12. City, County & State Grants	\$0	\$0	\$0	\$0	\$4,799,870	\$0	\$0	\$0	\$0	\$4,799,870
13. Other Revenue	\$0	\$3,789,517	\$0	\$0	\$299,873	\$100,000	\$0	\$14,000	\$2,000	\$4,205,390
14. Total Additions to Fund Balance	\$160,021,243	\$23,171,004	\$5,930,228	\$3,703,574	\$23,076,877	\$81,003,000	\$90,910	\$1,535,246	\$200,000	\$298,732,082
15. Total Resources Available	\$209,083,048	\$46,261,729	\$7,658,481	\$5,034,951	\$31,786,874	\$82,000,577	\$271,997	\$3,373,860	\$447,228	\$385,918,745
Expenditures & Transfers Out:										
16. Salaries & Benefits	\$86,845,125	\$7,635,619	\$2,259,628	\$1,608,335	\$6,046,235	\$0	\$0	\$0	\$0	\$104,394,942
17. Other Personal Services (OPS)	\$9,465,802	\$3,425,634	\$358,300	\$994,024	\$2,930,447	\$0	\$0	\$24,424	\$0	\$17,198,631
18. Expenses	\$53,960,464	\$18,098,016	\$2,824,370	\$1,313,187	\$12,844,770	\$79,000,000	\$113,741	\$1,252,977	\$166,658	\$169,574,183
19. Other Capital Outlay (OCO)	\$846,955	\$556,859	\$70,233	\$50,847	\$28,405	\$0	\$0	\$1,275,568	\$45,000	\$2,873,867
20. Library Resources	\$1,181,538	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,181,538
21. Risk Management	\$555,616	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$555,616
22. Financial Aid	\$736,611	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$736,611
23. Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24. Expenditures from Carry Forward	\$26,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,000,000
25. Transfers	\$0	(\$187,151)	\$1,443,443	\$270,788	(\$540,000)	(\$1,361,735)	\$113,162	\$1,632,120	\$0	\$1,370,627
26. Fixed Capital Outlay (FCO)	\$0	\$4,658,638	\$272,942	\$0	\$0	\$0	\$0	\$0	\$0	\$4,931,580
27. Total Resources Used	\$179,592,111	\$34,187,615	\$7,228,916	\$4,237,181	\$21,309,857	\$77,638,265	\$226,903	\$4,185,089	\$211,658	\$328,817,595
Net Change	(\$19,570,868)	(\$11,016,611)	(\$1,298,688)	(\$533,607)	\$1,767,020	\$3,364,735	(\$135,993)	(\$2,649,843)	(\$11,658)	(\$30,085,513)
Ending Balance	\$29,490,937	\$12,074,114	\$429,565	\$797,770	\$10,477,017	\$4,362,312	\$45,094	(\$811,229)	\$235,570	\$57,101,150

Cons Current Modified Budget

University of West Florida
Consolidated Operating Actual Summary
Fourth Quarter Y-T-D
For the Fiscal Year Ending June 30, 2016

	Education & General	Auxiliaries	Athletics	Student Activity	Contracts & Grants	Financial Aid	Concessions	Technology	Board Approved Fees (Green Fee)	Total All Funds
Beginning Balance	\$49,061,805	\$23,090,725	\$1,728,253	\$1,331,377	\$8,709,997	\$997,577	\$181,087	\$1,838,614	\$247,228	\$87,186,663
Revenues & Transfers In:										
1. State Appropriated Funds	\$106,677,637	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,677,637
2. Enhancement Trust Fund (Lottery)	\$7,544,831	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,544,831
3. Student Fee Trust Fund (Tuition)	\$43,655,731	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,655,731
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$0	\$1,485,320	\$138,537	\$267,486	\$0	\$0	\$0	\$0	\$0	\$1,891,343
7. Fees	\$0	\$17,723,498	\$5,234,567	\$3,394,634	\$29,427	\$2,186,587	\$0	\$1,421,455	\$187,675	\$30,177,843
8. Miscellaneous Receipts	\$0	\$4,457,228	\$672,438	\$45,008	\$800,193	\$27,141,720	\$104,138	\$0	\$0	\$33,220,725
9. Other Grants & Donations	\$0	\$0	\$0	\$0	\$5,487,345	\$0	\$0	\$0	\$0	\$5,487,345
10. Rent	\$0	\$408,794	\$4,151	\$0	\$0	\$0	\$0	\$0	\$0	\$412,945
11. U.S. Grants	\$0	\$0	\$0	\$0	\$10,317,080	\$53,594,100	\$0	\$0	\$0	\$63,911,180
12. City, County & State Grants	\$0	\$0	\$0	\$0	\$3,531,604	\$0	\$0	\$0	\$0	\$3,531,604
13. Other Revenue	\$0	\$3,379,802	\$1,247	\$0	\$305,495	\$137,989	\$0	\$24,192	\$4,136	\$3,852,861
14. Total Additions to Fund Balance	\$157,878,199	\$27,454,642	\$6,050,940	\$3,707,128	\$20,471,144	\$83,060,396	\$104,138	\$1,445,647	\$191,811	\$300,364,045
15. Total Resources Available	\$206,940,004	\$50,545,367	\$7,779,193	\$5,038,505	\$29,181,141	\$84,057,973	\$285,225	\$3,284,261	\$439,039	\$387,550,708
Expenditures & Transfers Out:										
16. Salaries & Benefits	\$86,986,007	\$7,127,291	\$2,186,087	\$1,553,510	\$5,971,644	\$0	\$0	\$0	\$0	\$103,824,539
17. Other Personal Services (OPS)	\$8,132,613	\$3,031,893	\$324,982	\$949,867	\$2,522,781	\$0	\$0	\$11,961	\$0	\$14,974,097
18. Expenses	\$31,810,495	\$12,884,528	\$2,737,370	\$876,028	\$12,670,692	\$83,135,057	\$97,882	\$667,003	\$72,076	\$144,951,131
19. Other Capital Outlay (OCO)	\$281,679	\$198,290	\$61,997	\$7,595	\$27,262	\$0	\$0	\$625,089	\$41,230	\$1,243,142
20. Library Resources	\$1,181,538	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,181,538
21. Risk Management	\$555,616	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$555,616
22. Financial Aid	\$736,611	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$736,611
23. Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24. Expenditures from Carry Forward	\$20,752,543	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,752,543
25. Transfers	\$0	\$17,094	\$1,361,600	\$298,417	(\$405,964)	(\$1,263,914)	(\$9,160)	\$0	\$1,928	\$1
26. Fixed Capital Outlay (FCO)	\$0	\$1,382,209	\$272,942	\$0	\$0	\$0	\$0	\$0	\$0	\$1,655,151
27. Total Resources Used	\$150,437,102	\$24,641,305	\$6,944,978	\$3,685,417	\$20,786,415	\$81,871,143	\$88,722	\$1,304,053	\$115,234	\$289,874,369
Net Change	\$7,441,097	\$2,813,337	(\$894,038)	\$21,711	(\$315,271)	\$1,189,253	\$15,416	\$141,594	\$76,577	\$10,489,676
Ending Balance	\$56,502,902	\$25,904,062	\$834,215	\$1,353,088	\$8,394,726	\$2,186,830	\$196,503	\$1,980,208	\$323,805	\$97,676,339

University of West Florida
Consolidated Total All Funds
Fourth Quarter Y-T-D
For the Fiscal Year Ending June 30, 2016

	BOT Approved FY2015-2016 Budget June 30, 2015	Current Modified Budget as of 6-30-16	Actuals as of 6-30-2016	Percent	Notes & Comments
Beginning Balance	\$82,723,255	\$87,186,663	\$87,186,663		
Revenues & Transfers In:					
1. State Appropriated Funds	\$106,716,587	\$106,677,637	\$106,677,637	100.00%	
2. Enhancement Trust Fund (Lottery)	\$7,544,831	\$7,544,831	\$7,544,831	100.00%	
3. Student Fee Trust Fund (Tuition)	\$45,798,775	\$45,798,775	\$43,655,731	95.32%	
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	0.00%	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	0.00%	
6. Sales of Goods & Services	\$1,710,034	\$1,710,034	\$1,891,343	110.60%	
7. Fees	\$25,460,022	\$25,460,022	\$30,177,843	118.53%	
8. Miscellaneous Receipts	\$34,387,486	\$34,387,486	\$33,220,725	96.61%	
9. Other Grants & Donations	\$4,810,728	\$4,810,728	\$5,487,345	114.06%	
10. Rent	\$252,167	\$252,167	\$412,945	163.76%	
11. U.S. Grants	\$63,085,142	\$63,085,142	\$63,911,180	101.31%	
12. City, County & State Grants	\$4,799,870	\$4,799,870	\$3,531,604	73.58%	
13. Other Revenue	\$4,205,390	\$4,205,390	\$3,852,861	91.62%	
14. Total Additions to Fund Balance	\$298,771,032	\$298,732,082	\$300,364,045	100.55%	
15. Total Resources Available	\$381,494,287	\$385,918,745	\$387,550,708	100.42%	
Expenditures & Transfers Out:					
16. Salaries & Benefits	\$104,874,536	\$104,394,942	\$103,824,539	99.45%	Outstanding encumbrances (commitments) - \$0
17. Other Personal Services (OPS)	\$14,335,569	\$17,198,631	\$14,974,097	87.07%	Outstanding encumbrances (commitments) - \$0
18. Expenses	\$153,313,241	\$169,574,183	\$144,951,131	85.48%	Outstanding encumbrances (commitments) - \$18,828,149
19. Other Capital Outlay (OCO)	\$1,089,287	\$2,873,867	\$1,243,142	43.26%	Outstanding encumbrances (commitments) - \$1,175,020
20. Library Resources	\$869,400	\$1,181,538	\$1,181,538	100.00%	Outstanding encumbrances (commitments) - \$0
21. Risk Management	\$594,566	\$555,616	\$555,616	100.00%	
22. Financial Aid	\$742,900	\$736,611	\$736,611	100.00%	
23. Debt Service	\$0	\$0	\$0	0.00%	
24. Expenditures from Carry Forward	\$10,000,000	\$26,000,000	\$20,752,543	79.82%	Outstanding encumbrances (commitments) - \$4,565,349
25. Transfers	\$0	1,370,627	\$1	0.00%	Moving of funds between individual university funds - \$0
26. Fixed Capital Outlay (FCO)	\$5,200,000	\$4,931,580	\$1,655,151	33.56%	Outstanding encumbrances (commitments) - \$380,179
27. Total Resources Used	\$291,019,499	\$328,817,595	\$289,874,369	88.16%	
Net Change	\$7,751,533	(\$30,085,513)	\$10,489,676		
Ending Balance	\$90,474,788	\$57,101,150	\$97,676,339		

Consolidated Total All Funds

University of West Florida
Education & General
Fourth Quarter Y-T-D
For the Fiscal Year Ending June 30, 2016

	BOT Approved FY2015-2016 Budget June 30, 2015	Current Modified Budget as of 6-30-16	Actuals as of 6-30-16	Variance (Actuals - Original Budget)	Notes & Comments	BOT Approved FY2016-2017 Budget	Variance (FY 16-17 BOT Approved Budget - Actuals)
Beginning Balance							
Revenues & Transfers In:							
1. State Appropriated Funds	\$106,716,587	\$106,677,637	\$106,677,637	(\$38,950)	\$5.8 million state investment for performance funding not renewed	\$101,454,571	(\$5,223,066)
2. Enhancement Trust Fund (Lottery)	\$7,544,831	\$7,544,831	\$7,544,831	\$0		\$8,492,718	\$947,887
3. Student Fee Trust Fund (Tuition)	\$45,798,775	\$45,798,775	\$43,655,731	(\$2,143,044)	Shortfall as anticipated, amount not adjusted for 16/17	\$45,798,775	\$2,143,044
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0		\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0		\$0	\$0
6. Sales of Goods & Services	\$0	\$0	\$0	\$0		\$0	\$0
7. Fees	\$0	\$0	\$0	\$0		\$0	\$0
8. Miscellaneous Receipts	\$0	\$0	\$0	\$0		\$0	\$0
9. Other Grants & Donations	\$0	\$0	\$0	\$0		\$0	\$0
10. Rent	\$0	\$0	\$0	\$0		\$0	\$0
11. U.S. Grants	\$0	\$0	\$0	\$0		\$0	\$0
12. City, County & State Grants	\$0	\$0	\$0	\$0		\$0	\$0
13. Other Revenue	\$0	\$0	\$0	\$0		\$0	\$0
14. Total Additions to Fund Balance	\$160,060,193	\$160,021,243	\$157,878,199	(\$2,181,994)		\$155,746,064	(\$2,132,135)
Expenditures & Transfers Out:							
16. Salaries & Benefits	\$88,426,575	\$86,845,125	\$86,986,007	(\$1,440,568)		\$95,293,940	\$8,307,933
17. Other Personal Services (OPS)	\$7,505,998	\$9,465,802	\$8,132,613	\$626,615		\$7,659,827	(\$472,786)
18. Expenses	\$42,701,794	\$53,960,464	\$31,810,495	(\$10,891,299)	\$13.2 million spent out of carryforward	\$53,275,921	\$21,465,426
19. Other Capital Outlay (OCO)	\$164,500	\$846,955	\$281,679	\$117,179		\$459,100	\$177,421
20. Library Resources	\$869,400	\$1,181,538	\$1,181,538	\$312,138		\$1,174,148	(\$7,390)
21. Risk Management	\$594,566	\$555,616	\$555,616	(\$38,950)		\$516,666	(\$38,950)
22. Financial Aid	\$742,900	\$736,611	\$736,611	(\$6,289)		\$742,900	\$6,289
23. Debt Service	\$0	\$0	\$0	\$0		\$0	\$0
24. Expenditures from Carry Forward	\$0	\$0	\$0	\$0		\$0	\$0
25. Transfers	\$0	\$0	\$0	\$0		\$0	\$0
26. Fixed Capital Outlay (FCO)	\$0	\$0	\$0	\$0		\$0	\$0
27. Total Resources Used	\$141,005,733	\$153,592,111	\$129,684,559	(\$11,321,174)		\$159,122,502	\$29,437,943
Net Change	\$19,054,460	\$6,429,132	\$28,193,640			(\$3,376,438)	
Ending Balance	\$19,054,460	\$6,429,132	\$28,193,640				

University of West Florida
 Carryforward
 Fourth Quarter Y-T-D
 For the Fiscal Year Ending June 30, 2016

	BOT Approved FY2015-2016 Budget June 30, 2015	Current Modified Budget as of 6-30-16	Actuals as of 6-30-16	Variance (Actuals - Original Budget)	Notes & Comments	BOT Approved FY2016-2017 Budget	Variance (FY 16-17 BOT Approved Budget - Actuals)
Beginning Balance	\$50,275,849	\$49,061,805	\$49,061,805			\$50,275,849	
Revenues & Transfers In:							
1. State Appropriated Funds							
2. Enhancement Trust Fund (Lottery)							
3. Student Fee Trust Fund (Tuition)							
4. Federal Grants Trust Fund (Education)							
5. Federal Grants Trust Fund (Discretionary)							
6. Sales of Goods & Services							
7. Fees							
8. Miscellaneous Receipts							
9. Other Grants & Donations							
10. Rent							
11. U.S. Grants							
12. City, County & State Grants							
13. Other Revenue							
14. Total Additions to Fund Balance							
Expenditures & Transfers Out:							
16. Salaries & Benefits			\$3,665,499				
17. Other Personal Services (OPS)			\$783,901				
18. Expenses			\$13,224,679				
19. Other Capital Outlay (OCO)			\$3,013,058				
20. Library Resources			\$65,406				
21. Risk Management							
22. Financial Aid							
23. Debt Service							
24. Expenditures from Carry Forward	\$10,000,000	\$26,000,000	\$20,752,543	(\$10,752,543)		\$20,000,000	(\$752,543)
25. Transfers							
26. Fixed Capital Outlay (FCO)							
27. Total Resources Used	\$10,000,000	\$26,000,000	\$20,752,543	(\$10,752,543)		\$20,000,000	(\$752,543)
Net Change	(\$10,000,000)	(\$26,000,000)	(\$20,752,543)			(\$20,000,000)	
Ending Balance	\$40,275,849	\$23,061,805	\$28,309,262			\$30,275,849	

University of West Florida
Auxiliaries
Fourth Quarter Y-T-D
For the Fiscal Year Ending June 30, 2016

	BOT Approved FY2015-2016 Budget June 30, 2015	Current Modified Budget as of 6-30-16	Actuals as of 6-30-16	Variance (Actuals - Original Budget)	Notes & Comments	BOT Approved FY2016-2017 Budget	Variance (FY 16-17 BOT Approved Budget - Actuals)
Beginning Balance	\$13,024,848	\$23,090,725	\$23,090,725			\$23,061,717	
Revenues & Transfers In:							
1. State Appropriated Funds	\$0	\$0	\$0	\$0		\$0	\$0
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0		\$0	\$0
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0		\$0	\$0
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0		\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0		\$0	\$0
6. Sales of Goods & Services	\$1,481,873	\$1,481,873	\$1,485,320	\$3,447	Ticket Sales, Offset Printing, Interdepartmental Charges	\$1,434,760	(\$50,560)
7. Fees	\$13,010,046	\$13,010,046	\$17,723,498	\$4,713,452	Transcript, CDE Credit, Late, Lab, Health, Non-Credit Revenue	\$16,119,904	(\$1,603,594)
8. Miscellaneous Receipts	\$4,642,951	\$4,642,951	\$4,457,228	(\$185,723)	Interest, Commissions Income, Cash Short & Over	\$4,335,195	(\$122,033)
9. Other Grants & Donations	\$0	\$0	\$0	\$0		\$0	\$0
10. Rent	\$246,617	\$246,617	\$408,794	\$162,177	Rental of facilities	\$432,924	\$24,130
11. U.S. Grants	\$0	\$0	\$0	\$0		\$0	\$0
12. City, County & State Grants	\$0	\$0	\$0	\$0		\$0	\$0
13. Other Revenue	\$3,789,517	\$3,789,517	\$3,379,802	(\$409,715)	Parking Permits, Traffic Fines, Insur. Recov, Meal Plans	\$3,204,186	(\$175,616)
14. Total Additions to Fund Balance	\$23,171,004	\$23,171,004	\$27,454,642	\$4,283,638		\$25,526,969	(\$1,927,673)
Expenditures & Transfers Out:							
16. Salaries & Benefits	\$6,751,359	\$7,635,619	\$7,127,291	\$375,932		\$7,213,625	\$86,334
17. Other Personal Services (OPS)	\$2,726,784	\$3,425,634	\$3,031,893	\$305,109		\$2,785,901	(\$245,992)
18. Expenses	\$12,892,746	\$18,098,016	\$12,884,528	(\$8,218)		\$14,697,098	\$1,812,570
19. Other Capital Outlay (OCO)	\$47,000	\$556,859	\$198,290	\$151,290		\$25,000	(\$173,290)
20. Library Resources	\$0	\$0	\$0	\$0		\$0	\$0
21. Risk Management	\$0	\$0	\$0	\$0		\$0	\$0
22. Financial Aid	\$0	\$0	\$0	\$0		\$0	\$0
23. Debt Service	\$0	\$0	\$0	\$0		\$0	\$0
24. Expenditures from Carry Forward	\$0	\$0	\$0	\$0		\$0	\$0
25. Transfers	(\$187,151)	(\$187,151)	\$17,094	\$204,245		(\$132,542)	(\$149,636)
26. Fixed Capital Outlay (FCO)	\$5,200,000	\$4,658,638	\$1,382,209	(\$3,817,791)		\$400,000	(\$982,209)
27. Total Resources Used	\$27,430,738	\$34,187,615	\$24,641,305	(\$2,789,433)		\$24,989,082	\$347,777
Net Additions (Reductions) to Balance	(\$4,259,734)	(\$11,016,611)	\$2,813,337			\$537,887	
Ending Balance	\$8,765,114	\$12,074,114	\$25,904,062			\$23,599,604	

University of West Florida
Athletics
Fourth Quarter Y-T-D
For the Fiscal Year Ending June 30, 2016

	BOT Approved FY2015-2016 Budget June 30, 2015	Current Modified Budget as of 6-30-16	Actuals as of 6-30-16	Variance (Actuals - Original Budget)	Notes & Comments	BOT Approved FY2016-2017 Budget	Variance (FY 16-17 BOT Approved Budget - Actuals)
Beginning Balance	\$3,090,910	\$1,728,253	\$1,728,253			\$1,445,606	
Revenues & Transfers In:							
1. State Appropriated Funds	\$0	\$0	\$0	\$0		\$0	\$0
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0		\$0	\$0
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0		\$0	\$0
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0		\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0		\$0	\$0
6. Sales of Goods & Services	\$13,000	\$13,000	\$138,537	\$125,537	Ticket Sales, Sales & Servs, Non-Credit Revenue	\$166,500	\$27,963
7. Fees	\$5,313,360	\$5,313,360	\$5,234,567	(\$78,793)	Athletic Fee	\$5,085,000	(\$149,567)
8. Miscellaneous Receipts	\$598,318	\$598,318	\$672,438	\$74,120	Interest, Fundraising, Advertising Sales, Misc Receipts	\$326,450	(\$345,988)
9. Other Grants & Donations	\$0	\$0	\$0	\$0		\$0	\$0
10. Rent	\$5,550	\$5,550	\$4,151	(\$1,399)	Rental of facilities	\$5,550	\$1,399
11. U.S. Grants	\$0	\$0	\$0	\$0		\$0	\$0
12. City, County & State Grants	\$0	\$0	\$0	\$0		\$0	\$0
13. Other Revenue	\$0	\$0	\$1,247	\$1,247	Royalties	\$0	(\$1,247)
14. Total Additions to Fund Balance	\$5,930,228	\$5,930,228	\$6,050,940	\$120,712		\$5,583,500	(\$467,440)
Expenditures & Transfers Out:							
16. Salaries & Benefits	\$2,308,594	\$2,259,628	\$2,186,087	(\$122,507)		\$2,402,044	\$215,957
17. Other Personal Services (OPS)	\$342,593	\$358,300	\$324,982	(\$17,611)		\$447,141	\$122,159
18. Expenses	\$2,063,781	\$2,824,370	\$2,737,370	\$673,589		\$2,368,068	(\$369,302)
19. Other Capital Outlay (OCO)	\$0	\$70,233	\$61,997	\$61,997		\$0	(\$61,997)
20. Library Resources	\$0	\$0	\$0	\$0		\$0	\$0
21. Risk Management	\$0	\$0	\$0	\$0		\$0	\$0
22. Financial Aid	\$0	\$0	\$0	\$0		\$0	\$0
23. Debt Service	\$0	\$0	\$0	\$0		\$0	\$0
24. Expenditures from Carry Forward	\$0	\$0	\$0	\$0		\$0	\$0
25. Transfers	\$1,818,098	\$1,443,443	\$1,361,600	(\$456,498)		\$516,494	(\$845,106)
26. Fixed Capital Outlay (FCO)	\$0	\$272,942	\$272,942	\$272,942		\$0	(\$272,942)
27. Total Resources Used	\$6,533,066	\$7,228,916	\$6,944,978	\$411,912		\$5,733,747	(\$1,211,231)
Net Change	(\$602,838)	(\$1,298,688)	(\$894,038)			(\$150,247)	\$743,791
Ending Balance	\$2,488,072	\$429,565	\$834,215			\$1,295,359	

University of West Florida
Student Activity
Fourth Quarter Y-T-D
For the Fiscal Year Ending June 30, 2016

	BOT Approved FY2015-2016 Budget June 30, 2015	Current Modified Budget as of 6-30-16	Actuals as of 6-30-16	Variance (Actuals - Original Budget)	Notes & Comments	BOT Approved FY2016-2017 Budget	Variance (FY 16-17 BOT Approved Budget - Actuals)
Beginning Balance	\$1,558,959	\$1,331,377	\$1,331,377			\$1,213,913	
Revenues & Transfers In:							
1. State Appropriated Funds	\$0	\$0	\$0	\$0		\$0	\$0
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0		\$0	\$0
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0		\$0	\$0
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0		\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0		\$0	\$0
6. Sales of Goods & Services	\$215,161	\$215,161	\$267,486	\$52,325	Sales-Commer Adv, Ticket Sales, Personal Training	\$238,828	(\$28,658)
7. Fees	\$3,426,674	\$3,426,674	\$3,394,634	(\$32,040)	Activity & Service	\$3,307,966	(\$86,668)
8. Miscellaneous Receipts	\$61,739	\$61,739	\$45,008	(\$16,731)	Commissions Income, Misc Rev, Misc Receipts	\$54,988	\$9,980
9. Other Grants & Donations	\$0	\$0	\$0	\$0		\$0	\$0
10. Rent	\$0	\$0	\$0	\$0	Rental of facilities	\$0	\$0
11. U.S. Grants	\$0	\$0	\$0	\$0		\$0	\$0
12. City, County & State Grants	\$0	\$0	\$0	\$0		\$0	\$0
13. Other Revenue	\$0	\$0	\$0	\$0		\$0	\$0
14. Total Additions to Fund Balance	\$3,703,574	\$3,703,574	\$3,707,128	\$3,554		\$3,601,782	(\$105,346)
Expenditures & Transfers Out:							
16. Salaries & Benefits	\$1,571,568	\$1,608,335	\$1,553,510	(\$18,058)		\$1,519,239	(\$34,271)
17. Other Personal Services (OPS)	\$776,002	\$994,024	\$949,867	\$173,865		\$668,116	(\$281,751)
18. Expenses	\$828,603	\$1,313,187	\$876,028	\$47,425		\$771,175	(\$104,853)
19. Other Capital Outlay (OCO)	\$0	\$50,847	\$7,595	\$7,595		\$0	(\$7,595)
20. Library Resources	\$0	\$0	\$0	\$0		\$0	\$0
21. Risk Management	\$0	\$0	\$0	\$0		\$0	\$0
22. Financial Aid	\$0	\$0	\$0	\$0		\$0	\$0
23. Debt Service	\$0	\$0	\$0	\$0		\$0	\$0
24. Expenditures from Carry Forward	\$0	\$0	\$0	\$0		\$0	\$0
25. Transfers	\$270,788	\$270,788	\$298,417	\$27,629		\$313,152	\$14,735
26. Fixed Capital Outlay (FCO)	\$0	\$0	\$0	\$0		\$0	\$0
27. Total Resources Used	\$3,446,961	\$4,237,181	\$3,685,417	\$238,456		\$3,271,682	(\$413,735)
Net Change	\$256,613	(\$533,607)	\$21,711			\$330,100	
Ending Balance	\$1,815,572	\$797,770	\$1,353,088			\$1,544,013	

UWF Board of Trustees Meeting

September 30, 2016

Agenda Recommendation: Presentation of 50th Anniversary Plan and Brand Platform

Proposed Action: Information Only

Briefing Points:

- Rollout of new Brand is an effort to unify the UWF story both on and off campus.
 - Unveiling of new logo that aligns the institution.
 - Branding efforts will provide resources to the campus community through Brand Portal.
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Supporting Documents: 50th Anniversary Plan and Brand Platform PPT

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Facilitator/Presenter: Dr. Brendan B. Kelly, Vice President for University Advancement
Megan Gonzalez, Executive Director, University Marketing & Communications